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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RE/MAX Prestige Shop 7.1, 2 Dawna Fraser Avenue, Sydney Olympic Park, NSW 2127	**phone**: 02 9319 1864 **email**: joseph.choi@remax.com.au
co-agent		
vendor	Jin Hee Kim & Yunil Kim	
vendor's solicitor	JHP Lawyers Suite 7.04 99 York Street Sydney NSW 2000	**phone**: 02 7233 0777 **email**: jae@jhplawyers.com.au **ref**: CV:25179
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	Unit 31 2-10 ANN ST LIDCOMBE NSW 2141 LOT 31 STRATA PLAN SP79178 Folio Identifier 31/SP79178	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
☒ blinds	☐ curtains	☒ insect screens	☐ solar panels
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
☐ other:			

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

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

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

Vendor agrees to accept a ***deposit-bond*** ☒ NO ☐ yes

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

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable ☒ NO ☐ yes

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

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

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

O'Connors Strata
Level 1, 24 Ross Street, Parramatta NSW 2150
mail@oconnorstrata.com.au
02 9683 1811

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 **There is NO COOLING OFF PERIOD—**

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to $2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

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

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

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

20.16.1 any *party* signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.

20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

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

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 ‘information certificate’ includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;

23.2.5 ‘interest notice’ includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 ‘normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 ‘owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 ‘the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 ‘special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

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

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

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

● Meetings of the owners corporation

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

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

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

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

UNIT 31, 2-10 ANN ST LIDCOMBE NSW 2141

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

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

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

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

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

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

UNIT 31, 2-10 ANN ST LIDCOMBE NSW 2141

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

BETWEEN the Vendor named on front page of this Contract

AND the Purchaser named on front page of this Contract.

These are the special conditions to the contract for the sale of land. In the event of any discrepancy between these special conditions and the standard terms of this contract, the clauses contained in these special conditions shall prevail.

1. Amendment to standard terms of contract

The clause of the standard terms of this contract is amended as follows:

(a) In Clauses 2.2 and 4.1, the word “Normally” is deleted.

(b) Clause 5.1 is deleted.

(c) In Clause 7, “before completion” is deleted and replaced with “not less than 14 days before the Completion Date”.

(d) In Clause 7.1.1, “5% of the price” is deleted and replaced with “$1.00”.

(e) In Clause 8.1.1, the words “on reasonable grounds” is deleted.

(f) In Clause 8.1.2, the words “and those grounds” is deleted.

(g) In Clauses 10.1.8 and 10.1.9, the word “substance” is deleted and replaced with “existence”.

(h) Clause 16.8 is deleted.

(i) Clauses 23.13 and 23.14 are deleted and replaced with “The purchaser must obtain an information certificate at their own costs and serve on the vendor not less than 7 days prior to the Completion Date. The vendor hereby authorises the purchaser to apply for the certificate.”

(j) Clause 23.6.1 is deleted and replaced with “the purchaser is liable for any instaments due after the completion date”.

(k) Clause 23.9 is deleted.

2. Interpretation

In this contract unless the contrary intention appears:

(a) a gender includes any gender;

(b) the singular includes the plural and vice versa;

(c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;

(d) headings do not affect interpretation; and

(e) a reference to legislation includes but is not limited to a modification or re-enacement of it, a legislative provision substituted for it and a regulation or staturory instrument under it.

3. Death or incapacity

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

4. Notice to complete

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

5. Purchaser acknowledgements

(a) The purchaser acknowledges that they are purchasing the property:

(i) In its present condition and state of repair;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

6. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be used and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. The use of the property by the vendor does not of itself mean that such use is a permitted use.

7. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The Purchaser shall also be responsible for additional Vendor's costs in the sum of $220.00 payable on settlement for the Vendor's costs in serving a notice to complete.

8. Completion booking cancellation

If the purchaser cancels settlement for a particular day after appropriate arrangements have been made, the purchaser will allow on settlement a GST inclusive fee of $165.00 as agreed additional costs arising from each cancellation.

9. Deposit

Although a full 10% deposit is payable by the purchaser, the vendor may agree to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange. If the vendor has agreed to accept lesser amount of deposit on exchange, the balance of the deposit must be paid to the vendor by the purchaser on or before the settlement. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this contract.

10. Requisitions

The purchaser agrees that the requisitions on title annexed to this contract are the only form of requisitions that the purchaser is entitled to make under clause 5 of this contract.

11. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

12. Smoke alarms

If the subject property does not have smoke alarms installed or is not compliant with the Environmental Planning and Assessment Act 1979 or any other legislation, the purchaser must comply immediately upon settlement and cannot make any claims, requisitions, claim for compensation or delay the settlement.

13. Swimming pool

If a non-compliance certificate is attached to this contract, it shall be the purchaser's responsibility to rectify any defects and obtain a certificate of compliance within the due date following the settlement, and the purchaser cannot not make any claims, requisitions, claim for compensation or delay the settlement arising out of the swimming pool.

14. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

(b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser. .

15. Electronic settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

17. Release of deposit

(a) Despite the provisions of clause 2 of this contract, the parties agree that the vendor is entitled to use all of or so much of the deposit paid by the purchaser under this contract towards payment of:

(i) the deposit; and

(ii) transfer duty,

payable by the vendor under a contract to purchase another property.

(b) Where the deposit is to be used for transfer duty, the purchaser agrees to release absolutely all or part of the deposit for such purpose. When requested by the vendor, the purchaser will provide written authority to the deposit holder for the release of all of or so much of the deposit as required pursuant to this condition.

(c) Where the deposit is to be used for the deposit payable by the vendor under a contract to purchase another property, the deposit must be placed in the trust account of the real estate agent or vendor's solicitor in such subsequent purchase and the deposit must not be released to the vendor in such subsequent purchase and the contract in relation to such subsequent purchase must contain a special condition making completion of that contract conditional upon completion of this contract.

(d) The parties agree that this special condition is sufficient authority for the deposit holder to release the whole or part of the deposit to the vendor for the purposes of this special condition. However, in the event the depositholder requires a written authority, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

(e) If the vendor requires payment of sum that is greater than the balance purchase price to discharge any liabilities including any loan balances for the settlement to be effected, the vendor may require the purchaser to provide a written authority to the depositholder to release any part of the deposit to the vendor's solicitor's or their settlement agent's trust account for the purpose of disbursing on settlement. If requested to do so, the purchaser or their solicitor must provide a written authority within 48 hours of being requested.

Conditions of sale of land by auction

(a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.

(b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.

(c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.

(d) The highest bidder is the purchaser, subject to any reserve price.

(e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

(f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

(g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

(h) A bid cannot be made or accepted after the fall of the hammer.

(i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

(j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.

(k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.

(l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

(m) More than one vendor bid may be made to purchase the interest of a co-owner.

(n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 31/SP79178

SEARCH DATE	TIME	EDITION NO	DATE
11/7/2025	10:52 AM	6	8/9/2018

LAND

LOT 31 IN STRATA PLAN 79178
AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND

FIRST SCHEDULE

JIN HEE KIM
YUNIL KIM
AS JOINT TENANTS (T AH733187)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79178
2 AK237783 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CV:25179... PRINTED ON 11/7/2025

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79178

SEARCH DATE	TIME	EDITION NO	DATE
11/7/2025	10:52 AM	4	14/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79178 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT AUBURN
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79178

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79178
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- O'CONNORS STRATA & PROPERTY SPECIALISTS P/L
PO BOX 3724
PARRAMATTA 2124

SECOND SCHEDULE (6 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 645470 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
3 638902 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 635620 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
5 SP79178 POSITIVE COVENANT
6 AN265887 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 79178

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	20	2	24	3	20	4	20
5	19	6	15	7	20	8	20
9	25	10	20	11	19	12	18
13	19	14	20	15	19	16	20
17	20	18	20	19	19	20	20
21	24	22	19	23	20	24	20
25	19	26	24	27	20	28	20
29	20	30	19	31	20	32	20
33	20	34	19	35	16	36	20

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP79178 PAGE 2

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

STRATA PLAN 79178

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	22	38	24	39	20	40	19
41	20	42	20	43	20	44	19
45	20	46	20	47	20	48	20
49	19	50	20				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 11/07/2025 10:52:59

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION SP79178

ePlan OFFICE USE ONLY

STRATA CERTIFICATE

~~*Name of Council~~/*Accredited Certifier DENNY LINKER

being satisfied that the requirements of the
*Strata Schemes (Freehold Development) Act 1973
~~*Strata Schemes (Leasehold Development) Act 1986~~
have been complied with, approves of the proposed:
*strata plan
~~*strata plan of subdivision~~
illustrated in the annexure to this certificate.

*The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

~~*The strata plan/strata plan of subdivision is part of a development~~ scheme. The *council/*accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*The Council does not object to the encroachment of the building beyond the alignment of .....

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in ~~*section 39 of the Strata Schemes (Freehold Development) Act 1973~~ or ~~*section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 21 JUNE 2007
Subdivision No. 14/2007

Accreditation No. BPB0232
Relevant Development Consent No. 600/2003
Issued by AUBURN COUNCIL
SEE SIGNATURES FORM FOR SIGNATURE
~~Authorised Person/General Manager~~/Accredited Certifier

*Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, Warren Alan Eldridge

of Warren Eldridge & Associates
P.O. Box 477, PENNANT HILLS 1715

a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 ~~or *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met;

~~(2) *(a) the building encroaches on a public place;~~
*(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
* has been created by +.....
* is to be created under section 88B of the Conveyancing ~~Act 1919~~

(3) the survey information recorded in the accompanying location plan is accurate.

Signature:.....
Date: 27th April, 2007

*Delete if inapplicable.
+State whether dealing or plan, and quote registered number.

This is sheet 1 of my plan in 11 sheets.

~~*Residential Model By-laws adopted for this scheme~~
~~Keeping of Animals: Option A/B/C~~
*Schedule of By-laws in 5 sheets filed with plan
~~*No By-laws apply~~
*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENTS

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

LOT	UNIT ENTITLEMENT
28	20
29	20
30	19
31	20
32	20
33	20
34	19
35	16
36	20
37	22
38	24
39	20
40	19
41	20
42	20
43	20
44	19
45	20
46	20
47	20
48	20
49	19
50	20
AGGREGATE	1000

SURVEYOR'S REFERENCE: GCWL/008

M.P.R. PERM

PLAN OF SUBDIVISION OF LOT 1 D.P.1108652

LGA: AUBURN

Suburb/Locality: AUBURN

Parish: LIBERTY PLAINS

County: CUMBERLAND

SP79178

Registered: 30.08.2007

Purpose: STRATA PLAN

Ref. Map: U0045-21

Last Plan: DP1108652

Name of, and *address for services of notices on, the owners corporation
*Address required on original strata plan only.

THE OWNERS,
STRATA PLAN NO. 79178
Nos 2–10 ANN STREET and 1–3 CHILDS ROAD
LIDCOMBE NSW 2141

FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT, 1919, AND SEC.7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

SEE SIGNATURE SHEET FOR SIGNATURES

Req:R568089 /Doc:SP 0079178 P /Rev:11-Sep-2007 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:1 of 12
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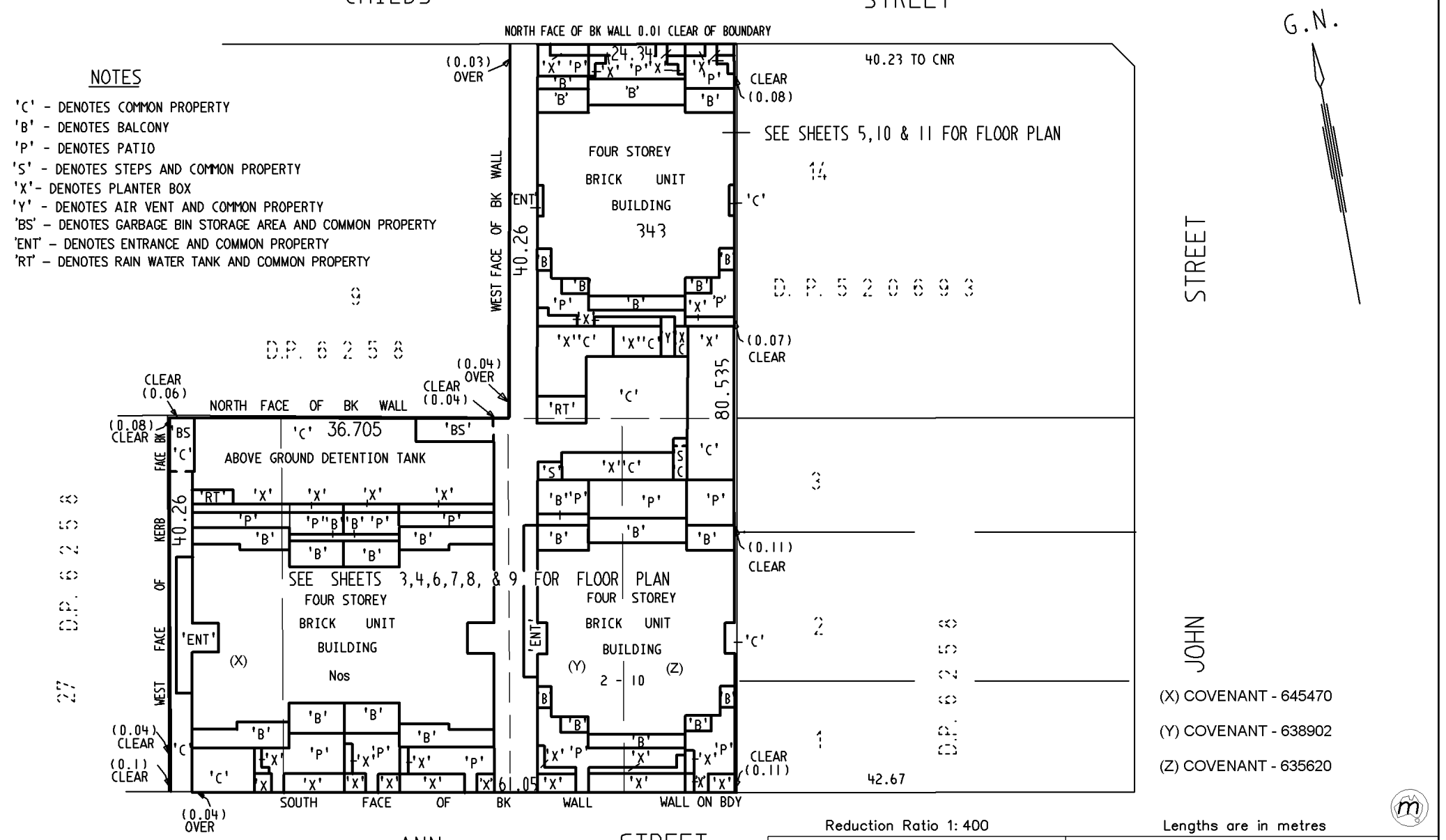
SP79178

LOCATION PLAN



Reduction Ratio 1: 400 Lengths are in metres

SEE SIGNATURE SHEET	FOR SIGNATURES
Registered Surveyor	Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: GCWL/008

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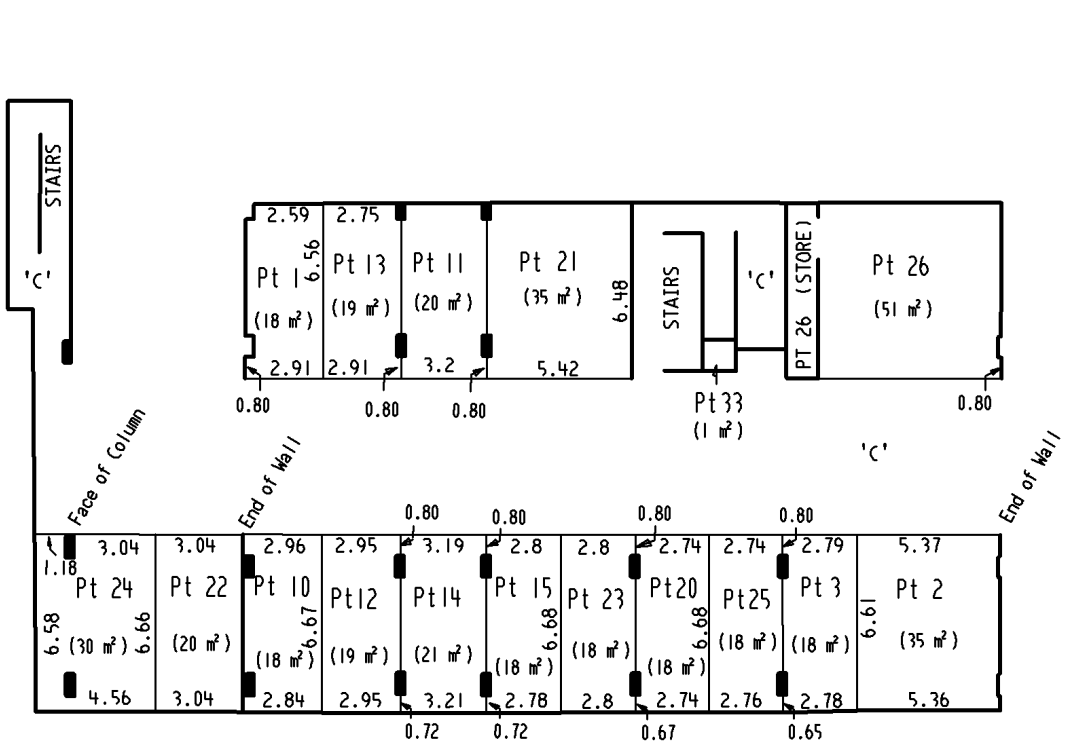
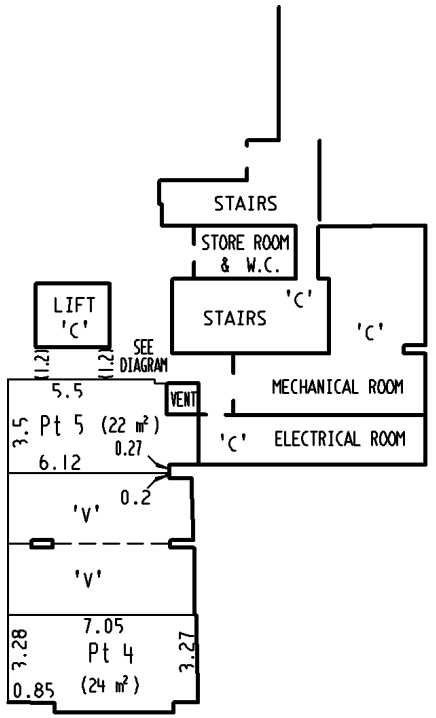
BASEMENT 1





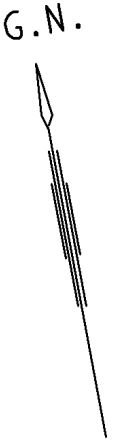
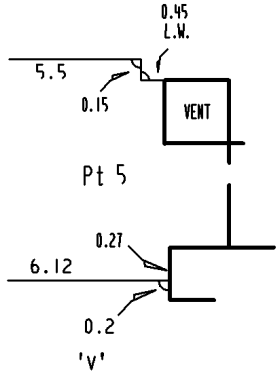


DIAGRAM
NTS



NOTES

L.W. - DENOTES LINE OF WALL

ELECTRICAL ROOM, STAIRS, STORE ROOM, VENT, WATER CLOSET, LIFT, AND MECHANICAL ROOM ARE COMMON PROPERTY

DENOTES 90°

DIMENSIONS SHOWN ARE FROM CENTRELINE OF FACE OF COLUMNS

'C' - DENOTES COMMON PROPERTY

'V' - DENOTES VISITOR PARKING AND COMMON PROPERTY

* MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200

Lengths are in metres

SEE SIGNATURE SHEET FOR SIGNATURES	
Registered Surveyor	Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: GCWL/008

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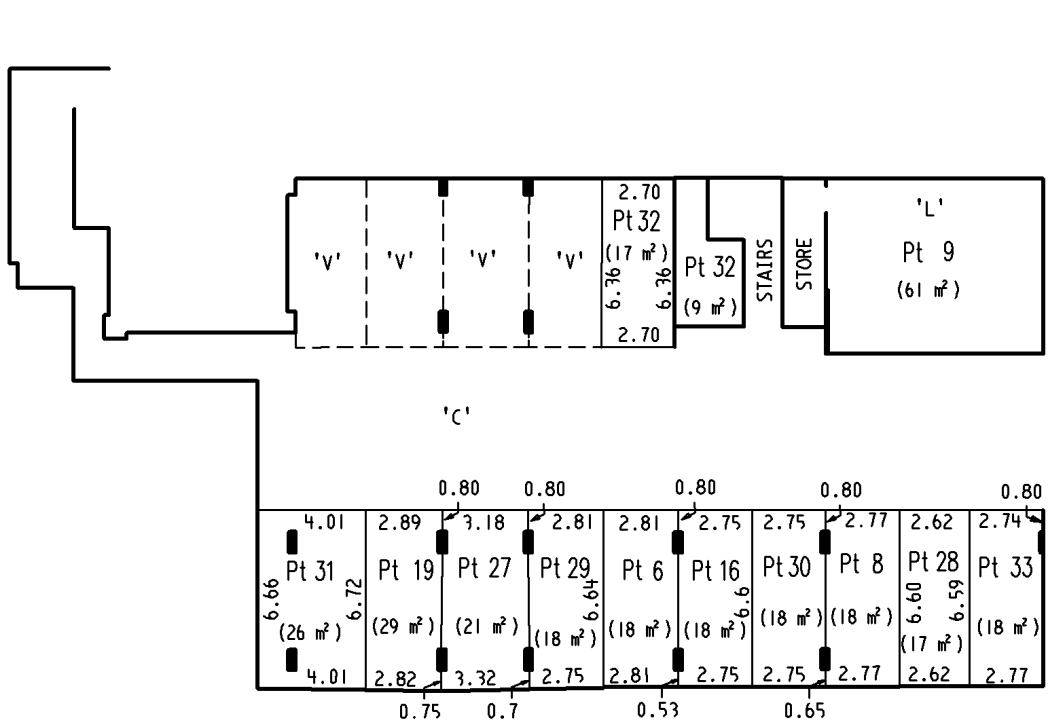
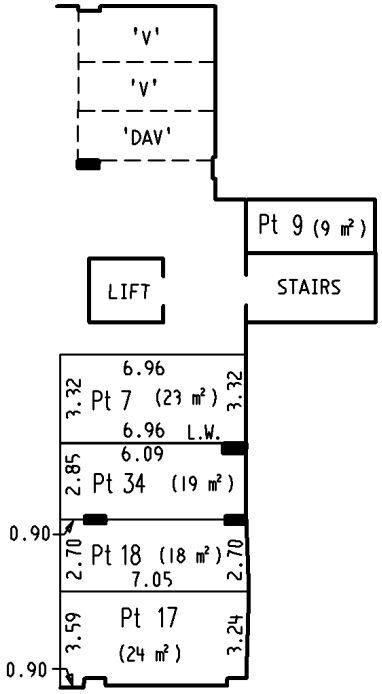
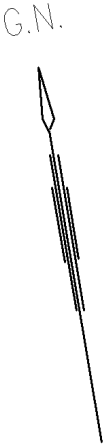
BASEMENT 2







NOTES

'C' - DENOTES COMMON PROPERTY

'L' - DENOTES LOCKABLE GARAGE

STAIRS & LIFT ARE COMMMON PROPERTY

'LW' DENOTES LINE OF WALL

'DAV' - DENOTES DISABLED VISITOR PARKING AND COMMON PROPERTY

'V' - DENOTES VISITOR PARKING AND COMMON PROPERTY

* MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200

Lengths are in metres

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Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

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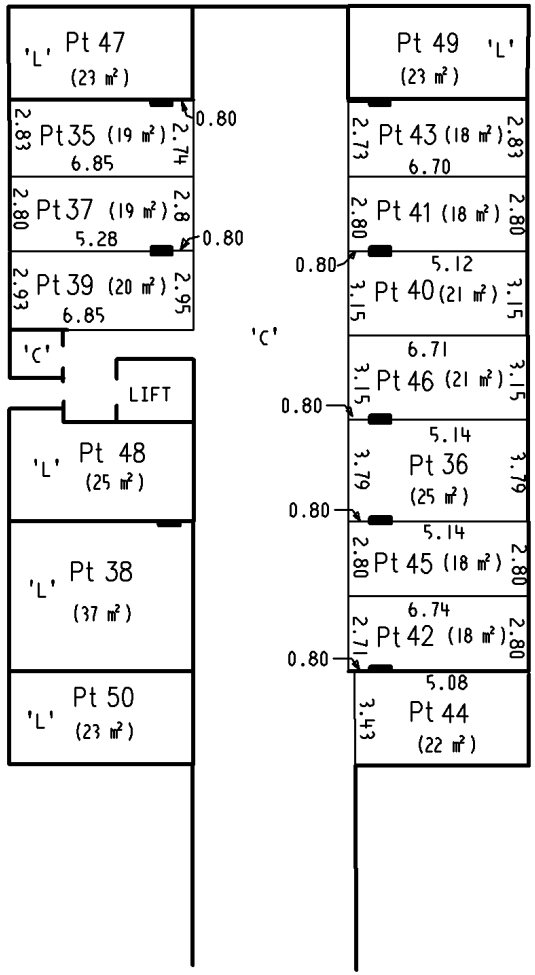
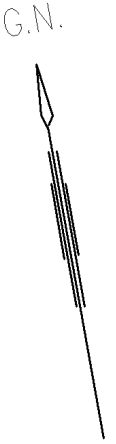
BASEMENT 3





NOTES

C - DENOTES COMMON PROPERTY
LIFT IS COMMON PROPERTY

L - DENOTES LOCKABLE GARAGE

" MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200

Lengths are in metres

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SURVEYOR'S REFERENCE: *GCWL/008*

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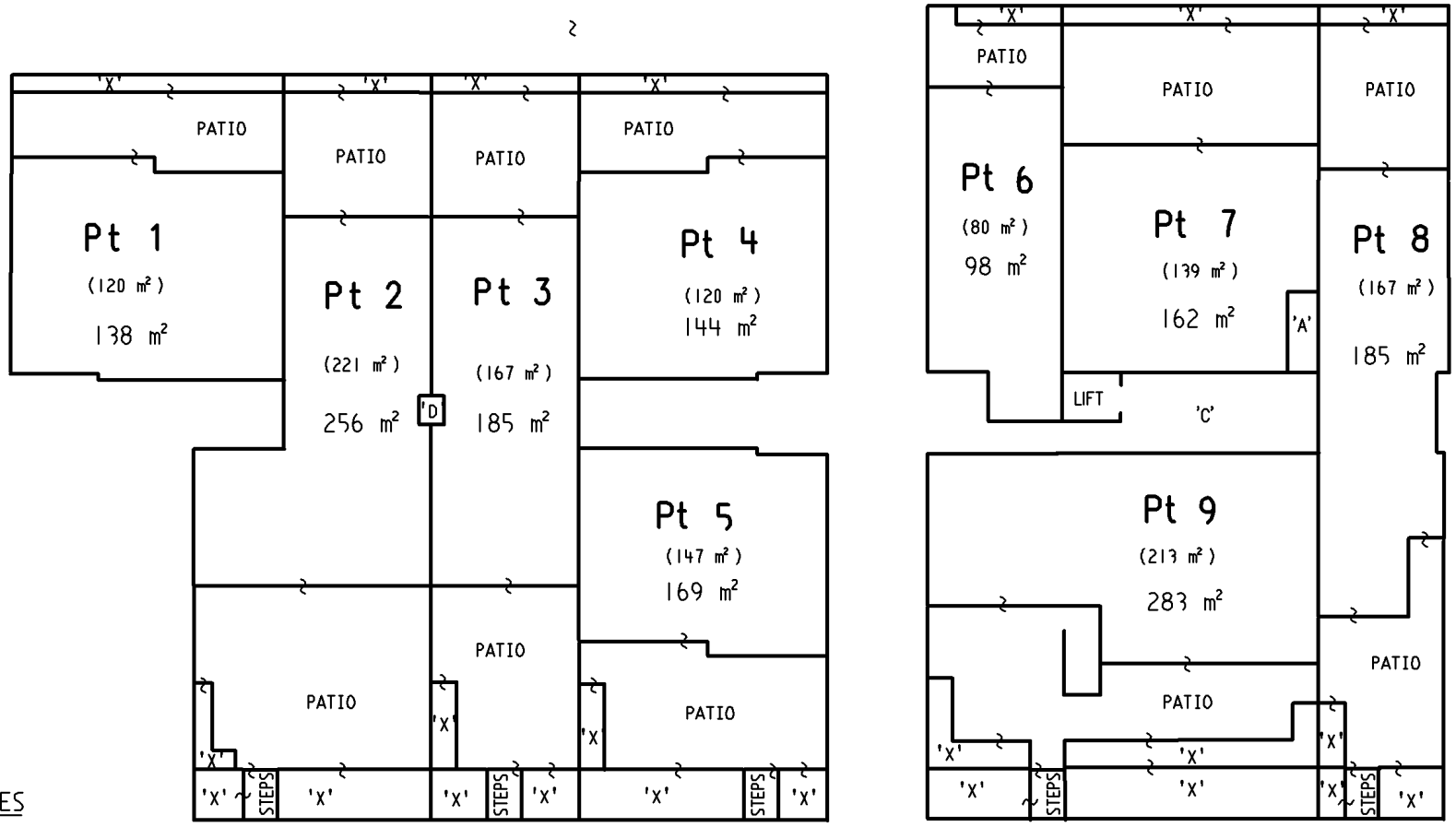
GROUND FLOOR



G.N.

NOTES

'C' - DENOTES COMMON PROPERTY
'A' - DENOTES AIR VENTILATION SHAFT AND COMMON PROPERTY
'P' - DENOTES PATIO
'X' -DENOTES PLANTER BOX
'D' - DENOTES SERVICE DUCT AND COMMON PROPERTY

PATIOS, STEPS AND PLANTER BOXES ARE LIMITED IN HEIGHT FROM THE HARDSTAND TO 2.4 ABOVE UNLESS COVERED

PERSPEX AND STEEL PERGOLA OVER PATIO IN LOT 9 IS COMMON PROPERTY
LIFT IS COMMON PROPERTY

* MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200 Lengths are in metres

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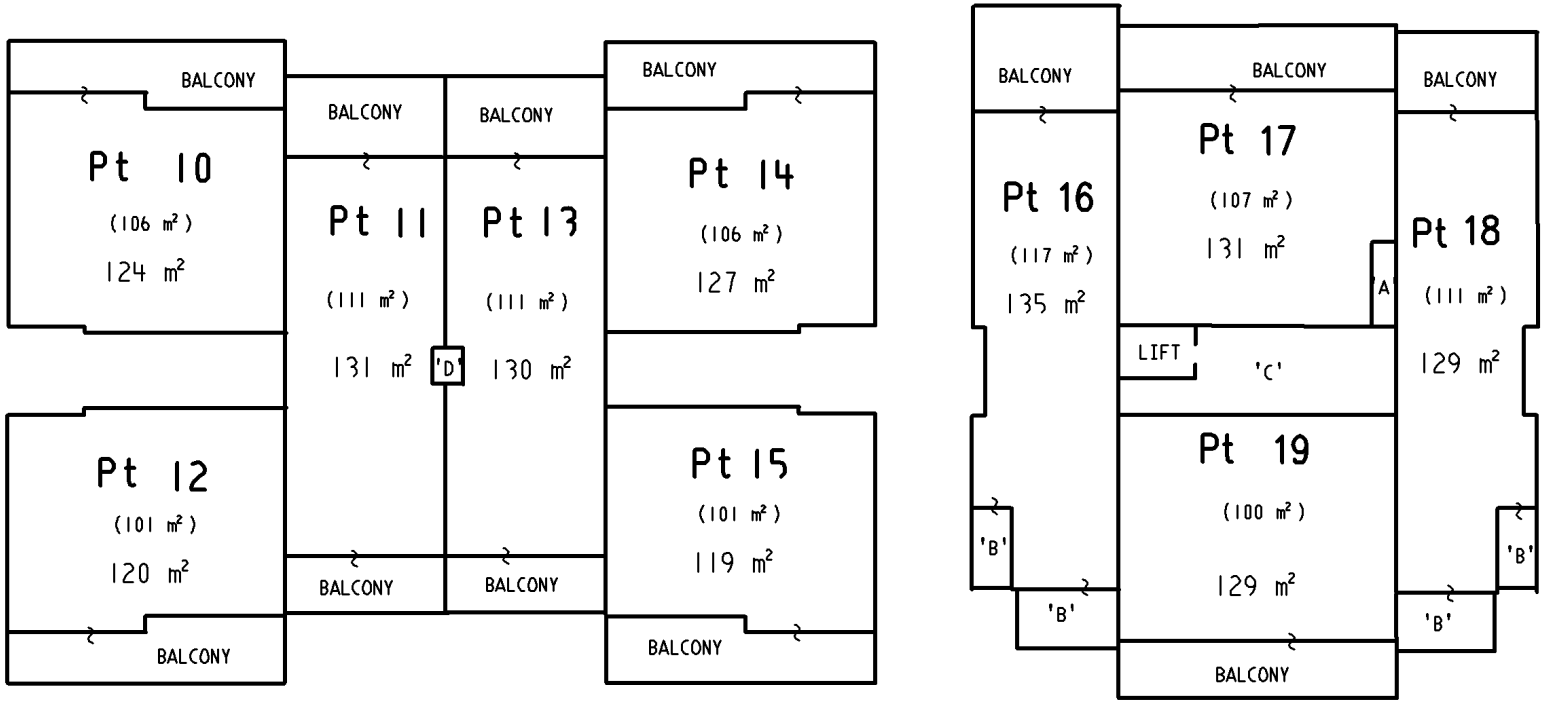
FIRST FLOOR



NOTES

'A' - DENOTES VENTILATION SHAFT AND COMMON PROPERTY

'C' - DENOTES COMMON PROPERTY

'B' - DENOTES BALCONY

'D' - DENOTES SERVICE DUCT AND COMMON PROPERTY
LIFT IS COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT FROM THE HARDSTAND TO 2.4 ABOVE UNLESS COVERED

" MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY; THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200 Lengths are in metres

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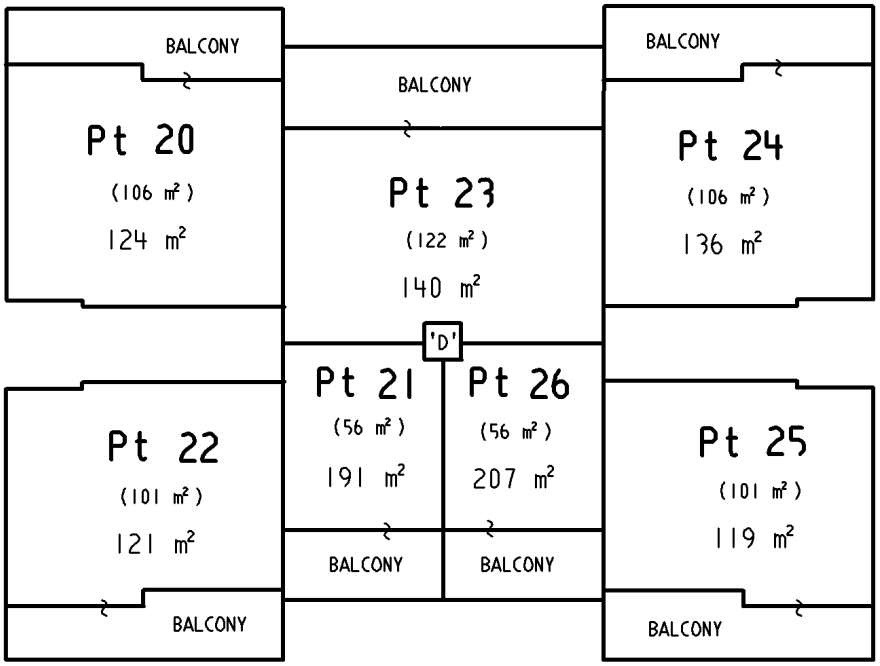
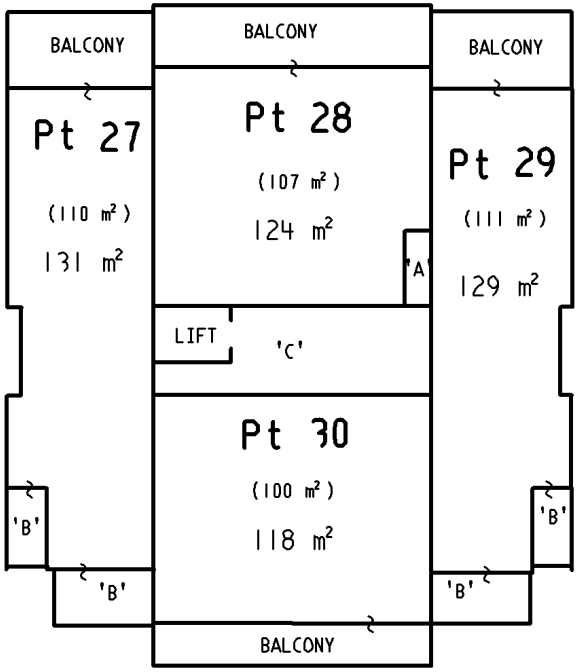
SECOND FLOOR





G.N.

NOTES

'A' - DENOTES VENTILATION SHAFT AND COMMON PROPERTY

'B' - DENOTES BALCONY

'C' - DENOTES COMMON PROPERTY

'D' - DENOTES SERVICE DUCT AND COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT FROM THE HARDSTAND TO 2.4 ABOVE UNLESS COVERED

* MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES *.

Reduction Ratio 1: 200

Lengths are in metres

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Registered Surveyor	Authorised Person/General Manager/Accredited Certifier

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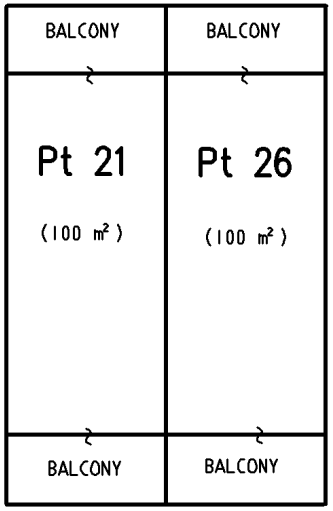
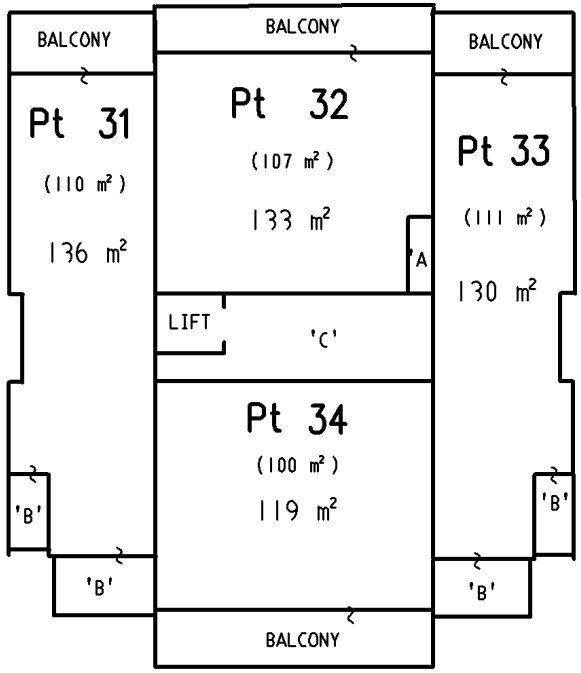
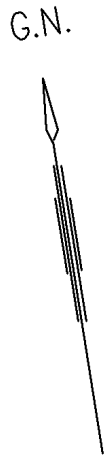
THIRD FLOOR







NOTES

'A' – DENOTES VENTILATION SHAFT AND COMMON PROPERTY

'B' – DENOTES BALCONY

'C' – DENOTES COMMON PROPERTY
LIFT IS COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT FROM THE HARDSTAND TO 2.4 ABOVE UNLESS COVERED.

" MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200

Lengths are in metres

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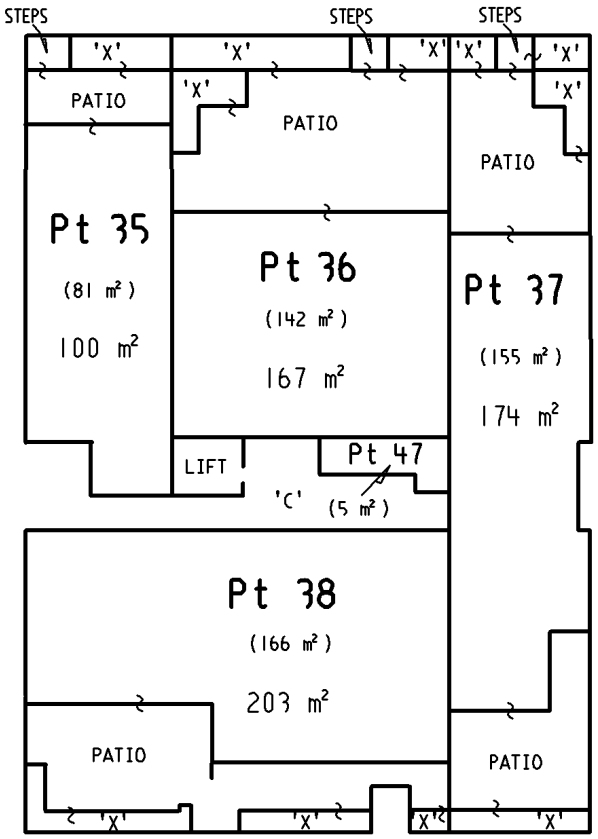
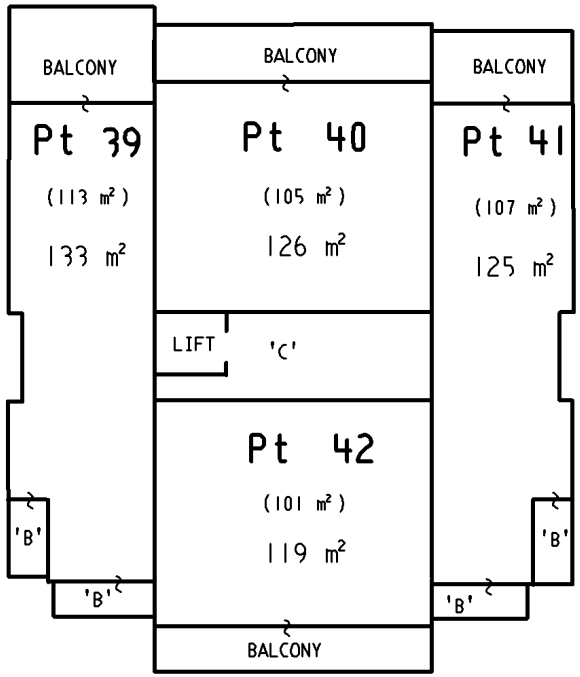
GROUND FLOOR



G.N.

FIRST FLOOR



NOTES

'X' - DENOTES PLANTER BOX
'P' - DENOTES PATIO
'C' - DENOTES COMMON PROPERTY
LIFT IS COMMON PROPERTY
'B' - DENOTES BALCONY

BALCONIES ARE LIMITED IN HEIGHT FROM 0.2 BELOW TO 2.4 ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE COVERED PATIOS, STEPS AND PLANTER BOXES ARE LIMITED IN HEIGHT FROM THE HARDSTAND TO 2.4 ABOVE UNLESS COVERED

" MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY; THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200 Lengths are in metres

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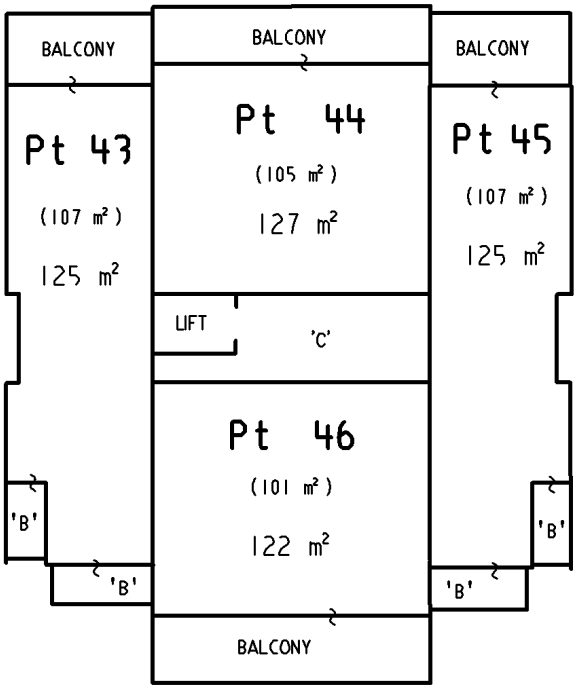
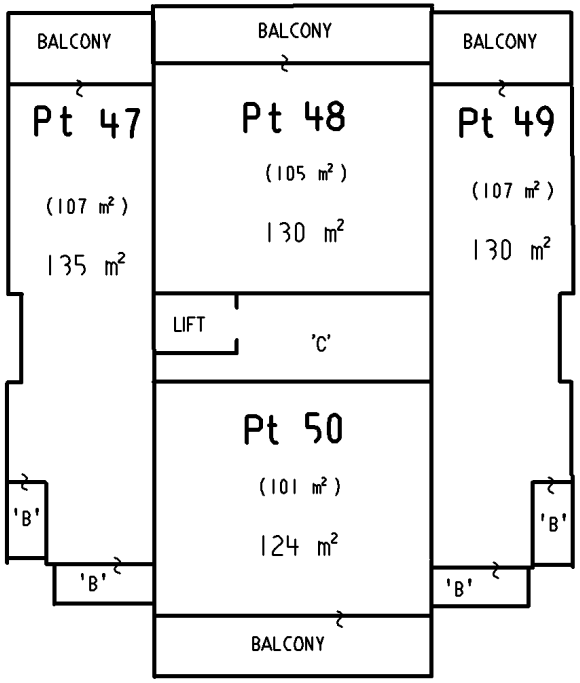
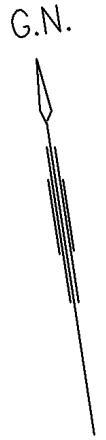
SP79178

SECOND FLOOR



THIRD FLOOR





NOTES

'C' - DENOTES COMMON PROPERTY
LIFT IS COMMON PROPERTY

'B' - DENOTES BALCONY

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" MEASUREMENTS OF FLOOR AREA SHOWN ON THE FLOOR PLAN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY; THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREA FOR OTHER PURPOSES ".

Reduction Ratio 1: 200

Lengths are in metres

SEE SIGNATURE SHEET	FOR SIGNATURES
Registered Surveyor	Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: GCWL/008

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Req:R568089 /Doc:SP 0079178 P /Rev:11-Sep-2007 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:12 of 12
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ePlan

CERTIFICATES, SIGNATURES AND SEALS

* OFFICE USE ONLY *

PLAN OF SUBDIVISION OF LOT 1

IN D.P. 1108652

SP79178

Registered: 30.08.2007

Strata Certificate

* *Name of ~~Council/~~ Accredited Certifier* DENNY LINKLER being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 ~~or * Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves of the proposed:

* strata plan/* ~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* ~~The strata plan/strata plan of subdivision is part of a development scheme.~~ The * council/* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

.....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s)..... .....(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the ~~Strata Schemes (Leasehold Development) Act 1986~~.

Date: 21 JUNE 2007

Subdivision No. 14/2007

Accreditation No. BPB 0232

Relevant Development Consent No. 600/2003

issued by AUBURN COUNCIL

.....

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

* Complete or delete if applicable.

Surveyor's Certificate

I, Warren Alan Eldridge

Of Warren Eldridge & Associates, P.O. Box 477 PENNANT HILLS 1715

a surveyor registered under the Surveying Act, 2002, hereby certify that:

(1) each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
has been met;

(2) ~~*(a)the building encroaches on a public place;~~
*(b)the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:
*has been created by registered + ...
~~*is to be created under section 88B of the Conveyancing Act 1919~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 27th April , 2007

* Delete if inapplicable
+ State whether dealing or plan, and quote registered number.

SIGNATURES AND SEALS ONLY

SYDNEY BUILDING DEVELOPMENTS PTY LIMITED A.C.N. 101 576 407 BY ITS ATTORNEY MOHAMAD MEHAJER PURSUANT TO POWER OF ATTORNEY BK 4477 Nº 15.

MOHAMAD MEHAJER IN HIS PERSONAL CAPACITY

AMAL MEHAJER BY HER ATTORNEY THE AFORESAID MOHAMAD MEHAJER PURSUANT TO POWER OF ATTORNEY BK 4330 Nº 860

SUNCORP METWAY Ltd A.C.N. 010 831 722 BY ITS ATTORNEY. DEBBIE OGBORNE WHO CERTIFIES THAT THEY ARE A LEVEL II ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK. 3859 NO. 372 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION

SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

WITNESS

Vaughan Nylander 56 Pitt St Sydney 2000

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: GCWL/008

Req:R568086 /Doc:DL @645470 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:1 of 4
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Fees:

Transfer .....

Endorsement .....

Certificate .....

645470

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

DEPARTMENT OF STAMP DUTIES 17 2 1920

FEE SIMPLE

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

I,[a] Henry George Thomas B...
of Marrickville Builder

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

being registered as the proprietor of an Estate in *fee simple*[b] in the land herein
subject, however, to such encumbrances, liens, and interests, as are notified by
c All subsisting encumbrances must be noted hereon. (*See* page 2.)

underwritten or endorsed hereon,[c] in consideration of[d] Truly fr...

d If the consideration be not pecuniary, state its nature concisely.

£

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

paid to me by[e] Maude Mary Cowderoy
Rookwood wife of Francis Thomas Cowa...
of the same place Painter

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said[f] Maude Mary Cowde...

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of la...

h Parish or town and county.

situate in[h] Rookwood Parish of Liberty Pla...
County of Cumberland

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

being[i] part of the land comprised in[j] Certifica...

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

k Strike out if not appropriate.
These references will suffice, if the whole land in the grant or certificate be transferred.
But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"*as delineated in the* "*plan hereon* [or "*annexed hereto*"] or "*described as follows*," *viz.*"—
Any annexure must be signed by the parties and their signatures witnessed.
He e also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

dated 21st November 1867 registered volume No. 56...

[k] ~~And also in the piece of land as follows:—~~ being the whole...
on Deposited Plan No 6258.

And the said Maude Mary Cowderoy doth hereby for h...
heirs executors administrators and assigns covenant with the said
George Thomas Cowper his executors administrators and assigns in
manner following that is to say That he the said Maude Mary
Cowderoy will not erect or allow to be erected upon the
said land hereby transferred any main buildings at a less
cost than the sum of Three Hundred pounds

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure; it should be scored through with the pen, and those substituted written over them, the alterations being verified by the marginal, or noticed in the attestation.

[Price, 6d.]

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

21695

Req:R568086 /Doc:DL @645470 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:2 of 4
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Those in the Crown Grant and Certificate of Title

[Rule up all blanks before signing.]

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

Signed in my presence by the said Henry George Thomas Brown WHO IS PERSONALLY KNOWN TO ME

Signed[a] Articled Clerk 164 Pitt Street Sydney

H G T Brown
Transferror.[a]

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

Req:R568086 /Doc:DL @645470 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:3 of 4
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The Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Maude Mary Cowderoy

WHO IS PERSONALLY KNOWN TO ME

A E Wilkinson

Clerk to Bradley & Son
Solis
Sydney

* Accepted, and I hereby certi[illegible] correct for the purposes [illegible] Act.

M. M.

(* The above may be signed by the [illegible] of Transferree cannot be procured [illegible]

N.B.—Section 117 requir[illegible] by Transferree or his [illegible] falsely or negligently [illegible] to damages recoverable by part[illegible]

FORM OF DECLARATION BY ATTESTING WITNESS

Appeared before me, at , the

day of , one thousand nine hundred and

the attesting witness to this instrument, and declared that he per[illegible]

the person signing the same, and whose signature thereto he has attested [illegible] name purporting to be such signature of the said

is his own handwriting, and [illegible] sound mind, and freely and voluntarily signed the same.

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

r Name of witness and residence.

e Name of Transferror.

t Name of Transferror.

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

St 3/21

Req:R568086 /Doc:DL @645470 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:4 of 4
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Memorandum of Transfer of
Transfer of St Joseph
6258 ⅞ Poh.
6 Cumberland
[illegible] & John Sts
building Covenant

Lodged by
(Name) Bradley & Son
(Address) 60 Margaret St Sydney

Brown
Transferrer

Cowderoy
Transferree

Register Book, Vol. 56

of February, 1912
past 3 o'clock

Registrar General

	DATE.	INITIALS.
ANCH	26.2.12	[illegible]
DS	26.2.12	CB
	27.2.12	
	27	[illegible]
USITN.		
ISTN.		
DS		
MAR	8 - 1912	[illegible]
	11.3.12	[illegible]
	4 MAR 1912	[illegible]

48

[illegible]

[illegible] the purchaser is not compelled to take out a new [illegible] of his Transfer endorsed thereon, at a cost of 10s. only.

[illegible] THE FORMS PRESCRIBED BY THAT ACT.

Req:R568087 /Doc:DL @638902 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:1 of 4
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New South Wales.

638902 29 DEC 1911

Endorsement

Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES TWO POUNDS STAMPOUTY

DEPARTMENT OF STAMP DUTIES 15 12 1911 - M

REGISTRAR-GENERAL NEW SOUTH WALES

FEE SIMPLE

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

I, Henry George Thomas Brown of Marrickville Builder

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

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Three hundred and twelve pounds eight shillings — (£312-8-0)

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

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation in full, of transferree.

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

paid to me by Henry Samuel Sweetman Sellers of Annandale Licensed Drainer —

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Henry Samuel Sweetman Sellers

g Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

h Parish or town and county.

situate in the Municipality of Rookwood Parish of Liberty Plains and County of Cumberland

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

being part of the land comprised in Certificate of Title

"Crown Grant," or "Certificate of Title." Strike out if not appropriate.

dated 21st November 1867 registered volume No. 56 folio 81

~~And also in the pieces of land as follows:~~ and being Lot 31 Deposited Plan 6258 And in consideration of the premises the said Henry Samuel Sweetman Sellers doth hereby for himself his heirs executors and administrators and so as to bind his successors in title to the said land or any part thereof covenant with the said Henry George Thomas Brown his heirs executors and administrators that he will not erect or cause suffer or permit to be erected upon the said

The reference will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or annexed hereto"] or "described as follows, viz."—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

Draft Writers for check

Req:R568087 /Doc:DL @638902 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:2 of 4
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~~MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.~~

p See note "e," page 1. A very short note of the particulars will suffice.

land or any part thereof any main building the cost whereof shall be less than Two hundred pounds

[Rule up all blanks before signing.]

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

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

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

n Repeat attestation for additional parties if required.

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

Signed in my presence by the said Henry George Thomas Brown WHO IS PERSONALLY KNOWN TO ME

C W Robson

Signed[n] Articled Clerk
164 Pitt Street
Sydney

H. G. T. Brown
Transferror.*

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

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

Signed in my presence by the said Henry Samuel Sweetman Sellers WHO IS PERSONALLY KNOWN TO ME

C W Robson

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

H. S. S. Sellers.

Transferree.

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

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

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

r Name of witness and residence.

s Name of Transferror.

t Name of Transferror.

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

Req:R568087 /Doc:DL @638902 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:4 of 4
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No. 638902 Memorandum of Transfer of

Lot 31 DP 6258

Pl. Liberty Plains
Co. Cumberland

Lodged by
(Name) Robson & Cowlishaw
(Address) 164 Pitt Street
Sydney

H.G.T. Brown Transferror

Henry Samuel Sweetman Sellers Transferree.

Particulars entered in the Register Book, Vol. 51
Folio 81

the 29 day of December, 1911
at 4 minutes o'clock
in the after noon.

Registrar General.

JAN. 1912

	DATE	INIT.
	JAN 10 1912	
[illegible] TO [illegible] BRANCH	22.12.11	
[illegible] FROM RECORDS	10.1.12	
[illegible]	11.1.12	
[illegible] & form	11.1.12	CB
[illegible] TO RECORDS		
[illegible] FROM RECORDS		
[illegible] ENDORSED		
DIAGRAM COMPLETE		
[illegible] EXAMINED	JAN 23 1912	
[illegible]	24.1.12	
REGISTRAR-GENERAL	31 JAN. 1912	

2220 207

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and [illegible] desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to [illegible] transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates [illegible] will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title [illegible] to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers [illegible] Solicitors, or upon an order attested before a Magistrate.

8 JAN 1912 [illegible] THE CROWN [illegible] 1903, and, this facts, SHEET THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE ONLY WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Req:R568091 /Doc:DL @635620 /Rev:03-Feb-2011 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:1 of 4
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Endorsement .....
Certificate .....

EE SIMPLE.

635620

635620Y

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

N.S.W. ONE POUND TEN SHILLINGS STAMP DUTY

DEPARTMENT 4-12-1911 N.S.W. OF STAMP DUTIES

St 8121

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

I,[a] HENRY GEORGE THOMAS BROWN of Marrickville Builder

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

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

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] Two hundred and eighty three pounds (£283.0.0.)

Name, residence, occupation, or other designation in full, of transferee.

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

paid to me by[e] Charlotte Chamberlain wife of Walter Chamberlain of Rookwood Labourer

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said[f] Charlotte Chamberlain

Area, in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

Parish or town and county.

situate in[h] Municipality of Rookwood Parish of Liberty Plains County of Cumberland

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

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

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

Strike out if not appropriate. These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"*as delineated in the* "*plan hereon* [*or* "*annexed hereto*"] or "*described as follows*," "*viz.*":—

dated 21st November, 1867 registered volume No. 56 folio 81

~~[h] And also in the pieces of land as follows:—~~ and being Lot 32 as shown on Deposited Plan Number 6258 And in consideration of the premises the said Charlotte Chamberlain doth hereby for herself her heirs executors administrators and assigns and so as to bind her successors in title to the said land covenant with the said Henry George Thomas Brown his heirs executors and administrators that she will not erect or cause suffer or permit to be erected on the said land or any part thereof any main building the cost whereof shall be less than Two hundred pounds.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[*Price, 6d.*]

570

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p See note "c," page 1. A very short note of the particulars will suffice.

[Rule up all blanks before signing.]

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

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

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

In witness whereof, I have hereunto subscribed my name, at Sydney the Sixteenth day of November in the year of our Lord one thousand nine hundred and eleven.

Signed in my presence by the said HENRY GEORGE THOMAS BROWN WHO IS PERSONALLY KNOWN TO ME. H. G. T. Brown [m]

H. G. T. Brown
*Transferror.**

Signed* Articled clerk
164 Pitt Street
Sydney

n Repeat attestation for additional parties if required.

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

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

Signed in my presence by the said

CHARLOTTE CHAMBERLAIN

WHO IS PERSONALLY KNOWN TO ME

Charlotte Chamberlain

Transferree.

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

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

aster to be correct for the purposes of the Real Property Act.

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

Appeared before me, at , the

day of , one thousand nine hundred and

,

the attesting witness to this instrument, and declared that he personally knew

,

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t]

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

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

[r] Name of witness and residence.

[s] Name of Transferror.

[t] Name of Transferror.

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

Req:R568091 /Doc:DL @635620 /Rev:03-Feb-2011 /NSW LRS /Pgs:ALL /Prt:11-Jul-2025 10:53 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISearch /Ref:CV:25179

Lot 32 DP 6258
Township St Joseph
Pst Liberty Plains
Co Cumberland
Subject to Building covenant

H. G. L. Brown Transferror.

Charlotte Chamberlain Transferree.

Lodged by
(Name) Ra bson & Cowlishaw
(Address)

Particulars entered in the Register Book, Vol. 56
Folio 81

the 5th day of December, 1911,
at 5 minutes pt 3 o'clock
in the after noon.

[signature]
Registrar General.

Alt 39502

13 DEC 1911

St 3121

13.12.11
15.12.11
forwarded 15—

DEC 22 1911
27.12.11
29 DEC 1911

2213 3

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common *must* receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N. B.—All lands granted from the Crown since 1st January, 1863, are, *ipso facto*, under the provisions of the Real Property Act and must be dealt with in the forms prescribed by that Act.

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ePlan

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

Lengths are in metres

Plan: SP79178

PART 1

Plan of subdivision of Lot 1 DP 1109652
Covered by ~~Council~~ Certificate No. 19/2007
of 21-6-2007 Subdivision (BPB 0232)

Full name and address of proprietors of the land	Sydney Building Developments Pty Limited (ACN 101 576 407) Mohamad Mehajer Amal Mehajer
Identity of Positive Covenant firstly referred to in the above mentioned plan	Positive Covenant

SCHEDULE OF LOTS AFFECTED

Lots burdened	Authority Benefited
Common Property	Auburn Council

PART 2

1. Terms of positive covenant firstly referred to in the abovementioned plan.
The Owners Corporation SP hereby burdened with respect to the detention facility described in Plan No. OSD-301 dated 04.06.07 (Council's file reference: DA600/03) held in the offices of the Council of Auburn, Civic Place, 1 Susan Street, Auburn shall:

   (a) Permit stormwater to be temporarily detained in the detention facility.

   (b) Keep the detention facility clean and free from silt, rubbish and debris.

   (c) Maintain and repair the detention facility so that it functions in a safe and efficient manner.

   (d) Replace, repair, alter and renew the whole or parts of the detention facility within the time and in the manner specified in a written notice issued by the Council.

   (e) Not make any alterations to the detention facility or elements thereof without prior consent in writing of the Council.

   (f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.

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

Lengths are in metres (Sheet 2 of 3 sheets)

Plan: SP79178

PART 2

Plan of subdivision of Lot 1 DP 1108652
Covered by ~~Council~~ Subdivision Certificate No. 14/2007
of 21-6-2007 (BPA 0232)

(g) Comply with the terms of any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.

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

2. In this Covenant "Council" means Auburn Council.

The party having the power to release. vary. or modify the positive covenant referred to in the abovementioned plan is Auburn Council.

Signed in my presence by Mohamad Mehajer as)
Attorney for Sydney Building Developments Pty)
Limited (ACN 101 576 407) pursuant to Power of)
Attorney registered Bk. 4477 No.15)
who is personally known to me.)

.....
MARIO AZZOPARDI, SOLICITOR

Signed in my presence by Mohamad Mehajer who)
is personally known to me.)

.....
MARIO AZZOPARDI, SOLICITOR

Signed in my presence by Mohamad Mehajer as)
Attorney for Amal Mehajer pursuant to Power of)
Attorney registered Bk.4330 No. 860)
who is personally known to me.)

MARIO AZZOPARDI SOLICITOR
45/151 CHURCH ST, PARRAMATTA

.....
Auburn Council hereby Consents
to this Instrument.

.....
~~General Manager~~/Authorised officer

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ePlan

SP79178

SUNCORP-METWAY Ltd. A.C.N. 010 831 722 BY ITS ATTORNEY

JOSEPH ANTHONY ELIAS NADER

WHO CERTIFIES THAT THEY ARE A LEVEL II ATTORNEY PURSUANT TO POWER OF ATTORNEY BOOK 3859 NO. 373 OF WHICH THEY HAVE RECEIVED NO NOTICE OF REVOCATION

SIGNED IN MY PRESENCE BY THE SAID ATTORNEY WHO IS PERSONALLY KNOWN TO ME

.....

.....
WITNESS

REGISTERED 30.08.2007

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Substitute Dealing
Time... 12 .....
Date... 12/6/18
CSB2.....

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AN265887R

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

(A) **TORRENS TITLE** For the common property
CP/SP79178

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
124E LLPN : 123820V	GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 [illegible] 13 5669 Reference: OCON-7280792	CH

(C) The Owners-Strata Plan No. 79178 certify that pursuant to a resolution passed on 19/10/2017 and

(D) in accordance with the provisions of Section 141 of the Strata Schemes Management Act 2015 the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Law 23
Amended by-law No. NOT APPLICABLE
as fully set out below:

SG
CDBC

By-Law 22 - Renovations - Lot 2- Pages 2-5 inclusive

Common Seal
THE OWNERS
STRATA PLAN No.
79178

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 'AZ' .

(G) The seal of The Owners-Strata Plan No. 79178 was affixed on 6/4/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:
Name: Kathleen O'Hea
Authority: Strata Manager

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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BY-LAW NO.23 – RENOVATIONS (LOT 2)

1. Introduction

This by-law gives the owner of lot 2 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**lot**" means lot 2 in Strata Plan No. 79178.

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**specifications**" means the specifications provided by a registered builder or tradesmen, and

"**works**" means the alterations and additions to the lot and the adjacent common property generally being renovations to the bathroom, waterproofing, replacing tiles in the bathroom and the kitchen and installing a new kitchen. The nature and the scope of works to be undertaken are attached to this by-law and marked "A" and "B".

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law obtain development consent for the works from the Local Council under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the development consent including all conditions of consent (if this is necessary).

(b) Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the public liability insurance policy of the contractor to be engaged on the works for a cover of not less than $10,000,000.00 in respect of any claim.

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(c) **Costs of this By-Law**

Before commencing the works, the owner must pay all of the reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2. During the Works

(a) **Quality of the Works**

The works must be carried out in a proper and workmanlike manner, with due care and skill and utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) **Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) **Specifications for the Works**

The owner must ensure that the works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) **Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) **Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

(f) **Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate 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 common property.

(g) **Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) **Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

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(i) **Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) **Protection of Building**

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

(k) **Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) **Storage of Building Materials on Common Areas**

The owner must make sure that no building materials are stored on the common property.

(m) **Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) **Cost of the works**

The owner must pay all costs associated with the works.

4.3. After the Works

(a) **Completion Notice**

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) **Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) **Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) **Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied

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by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) **Repair of Damage**

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) **Appearance of the Works**

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) **Connection of Utilities**

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

(f) **Indemnity**

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(g) **Compliance with all Laws**

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.

5. 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 that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and 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 a breach of this by-law.

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Annexure 'AZ'

Model by-laws for residential schemes – 2005 - 2010

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

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

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

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

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

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

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

(d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

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

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6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

13 Changes to floor coverings and surfaces

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

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14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

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

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

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

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

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

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

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

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

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16 Keeping of animals - Option A

(1) Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

17 Appearance of lot

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

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

(a) window cleaning,

(b) garbage disposal and recycling services,

(c) electricity, water or gas supply,

(d) telecommunication services (for example, cable television).

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

20 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

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21 Fixtures

In this by-law, "fixture" means a fixture, and all components or parts thereof whether or not visible from outside a lot, equipment or building work made or installed by an owner or occupier of a Lot, and without limiting the generality of this By-Law or the Powers of the Owners Corporation, includes an air conditioner and automatic or manual garage door servicing a lot whether or not installed by the owner of a lot.

Unless it is a fixture removable by a Lessee or sub-lessee at the expiration of a tenancy, a fixture that serves a Lot is an owner's fixture.

The owner of a Lot must maintain in a state of good and serviceable repair a fixture that serves his Lot, and must renew or replace it when necessary.

The owner of a Lot must ensure that any maintenance, renewal or replacement of a fixture serving his Lot and visible from outside his Lot, is done so that the fixture is in keeping with the appearance of the rest of the building.

The owner of a Lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or use of a fixture that serves his Lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.

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This By-Law shall not create any obligation on the part of the Lessor or sub-Lessor of a Lot in favour of his Lessee or sub-lessee.

Insofar as this By-Law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this By-Law has effect in relation to that fixture subject to those terms.

The Owners Corporation may terminate this By-Law entirely or insofar as it affects any one proprietor for the good order and management of the building or other sufficient cause.

The owner of a Lot must, in relation to any fixture, pay any increased insurance premium payable by the Owners Corporation as a consequence of such fixture.

The owner of a Lot must comply with the Noise Control Act 1975 and regulations thereunder and any similar legislation in relation to any fixture and also satisfy standards relevant to the affixing of a fixture and ensure the disposal of any condensation or discharge from a fixture remains within the owner's Lot and does not become a hazard to common property.

The owner of a Lot must, in relation to such fixture, repair and re-instate any damage to common property that occurs in the installation or removing or repairing or replacing of a fixture.

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22 Lot 9 - Pergola

Notwithstanding any other by-law, the Registered Proprietor of Lot 9 (***Registered Proprietor*** means the Registered Proprietor from time to time or his/her/their successor(s) and assigns and a reference to a natural person includes a Company, Corporation or other Body Corporate) is entitled to the exclusive use and enjoyment of the Pergola being the part or parts of the Common Property so identified on Sheet 6 of the Strata Plan and located in the patio area of lot 9 and of all structures necessary for erecting and maintaining any structure necessary to support such pergola on the following conditions:

(i) The Registered Proprietor of Lot 9 may paint remove or replace the Pergola or any part thereof at that Registered Proprietor's cost but subject to any necessary approval required of Auburn Council, but may not replace the glass material with any opaque or substantially divergent material without the consent of the Owners Corporation which consent shall not be unreasonably withheld provided the removal or replacement is in keeping with the rest of the Building. ***Building*** for the purposes of this by-law means the building constructed on the land known as 2-10 Ann Street Lidcombe.

(ii) The Registered Proprietor of Lot 9 must indemnify the Owners Corporation from and against all claims, demands and liabilities of any kind which may arise in respect of damage to any property or death or injury to any person arising out of any removal or replacements undertaken under clause (i) hereof; and

(iii) This by-law may not be repealed, amended or added to without the written consent of the registered proprietor of Lot 9.

(iv) In all other respects the Owners Corporation shall remain responsible for the upkeep maintenance and insurance of so much of the common property in respect of which the registered proprietor of lot 9 has the exclusive use and enjoyment of pursuant to this by-law.

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BY-LAW NO.23 – RENOVATIONS (LOT 2)

1. Introduction

This by-law gives the owner of lot 2 special privileges to carry out and retain works on the lot and common property and exclusive use and enjoyment of the common property occupied by the works on certain conditions.

2. Definitions

In this by-law:

"**lot**" means lot 2 in Strata Plan No. 79178.

"**owner**" means the owner for the time being of the lot (being the current owner and all successors),

"**specifications**" means the specifications provided by a registered builder or tradesmen, and

"**works**" means the alterations and additions to the lot and the adjacent common property generally being renovations to the bathroom, waterproofing, replacing tiles in the bathroom and the kitchen and installing a new kitchen. The nature and the scope of works to be undertaken are attached to this by-law and marked "**A**" and "**B**".

3. Works Authorisation, Special Privileges & Exclusive Use Rights

The owners corporation:

(a) authorises the works,

(b) confers on the owner special privileges in respect of the common property to be occupied by the works to permit the works to remain on that common property, and

(c) grants the owner a right of exclusive use and enjoyment of the common property to be occupied by the works,

upon and subject to the conditions set out in this by-law.

4. The Conditions

4.1. Before the Works

(a) Planning Approvals

Before commencing the works, the owner must, if required by law obtain development consent for the works from the Local Council under the *Environmental Planning and Assessment Act 1979* and give the owners corporation a complete copy of the development consent including all conditions of consent (if this is necessary).

(b) Insurance Certificates

Before commencing the works, the owner must give the owners corporation a copy of a certificate of currency for the public liability insurance policy of the contractor to be engaged on the works for a cover of not less than $10,000,000.00 in respect of any claim.

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(c) **Costs of this By-Law**

Before commencing the works, the owner must pay all of the reasonable costs of the owners corporation incurred in connection with the preparation, reviewing, passing and registration of this by-law. The owners corporation may refuse to execute any document relating to the registration of this by-law until such time as those costs are paid by the owner.

4.2. During the Works

(a) **Quality of the Works**

The works must be carried out in a proper and workmanlike manner, with due care and skill and utilising only first quality materials which are good and suitable for the purpose for which they are used.

(b) **Licensed Contractors**

All contractors engaged on the works must be appropriately qualified and licensed under the *Home Building Act 1989*.

(c) **Specifications for the Works**

The owner must ensure that the works are carried out and completed in accordance with the plans and specifications for them. In all other respects but subject to any statutes, by-laws, regulations, rules or other laws to the contrary, the works must comply with the Building Code of Australia and any applicable Australian Standard. In the event that there is a conflict the Building Code of Australia shall be applied.

(d) **Time for Completion of the Works**

The owner must ensure that the works are done with due diligence and within a reasonable time from the date of commencement.

(e) **Work Hours**

The owner must ensure that the works are only carried out between the hours permitted by the Local Council or, if the Council does not prescribe any work times, between 8.00am – 5.00pm on Monday – Friday.

(f) **Noise and Disturbance**

The owner must ensure that minimum disturbance is caused to the common property during the works and that the works do not generate 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 common property.

(g) **Location of the Works**

The works must be installed entirely on the lot and the common property adjacent to that lot and must not encroach upon any other part of the common property or any other lot.

(h) **Transportation of Construction Equipment**

The owner must ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation.

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(i) **Debris**

The owner must ensure that any debris associated with the works is removed daily and strictly in accordance with any reasonable directions given by the owners corporation.

(j) **Protection of Building**

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

(k) **Daily Cleaning**

The owner must clean any part of the common property affected by the works on a daily basis and keep all of that common property clean, neat and tidy during the works.

(l) **Storage of Building Materials on Common Areas**

The owner must make sure that no building materials are stored on the common property.

(m) **Times for Operation of Noisy Equipment**

The owner must make sure that at least 24 hours prior notice is given to the owners corporation before using any percussion tools and noisy equipment such as jack hammers or tile cutters by placing a notice on or in a conspicuous place near the entrance door to the building.

(n) **Cost of the works**

The owner must pay all costs associated with the works.

4.3. After the Works

(a) **Completion Notice**

As soon as practicable after completion of the works, the owner must notify the owners corporation in writing that the works have been completed.

(b) **Restoration of Common Property**

As soon as practicable after completion of the works, the owner must restore all other parts of the common property affected by the works as nearly as possible to the state they were in immediately before the works.

4.4. Enduring Obligations

(a) **Maintenance of the Works**

The owner must, at the owner's own cost, properly maintain the works and keep them in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in the works.

(b) **Maintenance of the Common Property**

The owner must, at the owner's own cost, properly maintain the common property occupied

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by the works and keep that common property in a state of good and serviceable repair and, where necessary, renew or replace any fixtures or fittings comprised in that common property.

(c) Repair of Damage

The owner must, at the owner's own cost, make good any damage to the common property or another lot caused as a result of the works no matter when such damage may become evident.

(d) Appearance of the Works

Except to the extent that this by-law may otherwise provide, the works must have an appearance which is in keeping with the appearance of the rest of the building.

(e) Connection of Utilities

In the event that electricity, water or any other service is connected to the works and the existing service to the lot is separately metered and charged to the account of the owner then the owner must ensure that the new service is installed so as to also be separately metered and charged to the account of the owner.

(f) Indemnity

The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the works, the altered state, condition or use of the common property arising from the works or any breach of this by-law.

(g) Compliance with all Laws

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.

5. 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 that breach,

(ii) enter on any part of the strata scheme including the lot, by its agents, employees or contractors, in accordance with the *Strata Schemes Management Act 2015* for the purpose of rectifying that breach, and

(iii) recover as a debt due from the owner the costs of the rectification and 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 a breach of this by-law.

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Annexure 'A'

impress TILING & WATERPROOFING
0430 845 142

www.impresstiling.com.au
ABN: 96439339380 | LIC NO: 272496C

Tax Invoice No: 83
Date: 1/08/2017

Davilar Rinakama
A.B.N.
Unit 2 2-10 Ann Street
Lidcombe
Sydney NSW 2141

Job Address
Unit 2 2-10 Ann Street Lidcombe NSW 2141

Quotation

Description	Unit Price	Quantity	GST	Total
Removing all wall and floor tiles, bathtub and also shower screens. Waterproofing wall and floor according to Building code of Australia AS 3740. Using Damfix gold and skaflex and fibroglass. Installing new floor waste and also strip drain.		1		
Tiling walls up to the celing and floor tiling. Glue, grout, Waterproofing membrane, skaflex, fibroglass, aliminium angle, floor waste and strip drain and disposing all rubbish are all included in price. Waterproofing Certificate will be provided		1		
Removing the floor tiles on entry and also removing kitchen floor tiles and removing kitchen splashback tiles. Removing and disposing all carpet inside the unit.				

Account Details for EFT payment
BSB: 732070
ACCOUNT #: 741086
Please email remittance to
impresstiling@y7mail.com

Total Excluding GST	$0.00
GST	$0.00
Total Including GST	$0.00
Amount Received	$0.00
Invoice Balance	$0.00

MW

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PLEASE REFER TO THE DETAILED WATERPROOFING PROCEDURES LISTED BELOW

Waterproofing will be applied as follows;

1- The area must be thoroughly cleaned with vacuum and methylated spirit.

(If the cleaned and vacuumed area is completely dry, progress to the next step.)

(If the cleaned and vacuumed area is NOT completely dry, *wait 24-48 hours until it's completely dry*)

2- Waterproofing primer is applied to the wall (20-50mm above the shower head) and on the floor.

Wait for 30-60 minutes for the primer to dry

3- A polyurethane sealant is applied to edges/corner (wall to floor / wall to wall)

4- A light coat of waterproofing is applied to the edges/corners

5- Fibreglass 150mm width is applied to all edges/corners

6- First coat of waterproofing is applied evenly

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to the wall and floor

Wait for 24hrs for the waterproofing to set/naturally cure

7- Second coat of waterproofing is applied evenly to the wall and floor

Wait for 24hrs for the waterproofing to set/naturally cure

After this Procedure;

1-Tiling will be done (Wait for 12-24hrs for the tile adhesive to set/naturally cure)

2-Grouting for the tiling

Products used:

Seal n Flex (Polyurethane Sealant):
http://www.bostik.com.au/construction-trade-products-catalogue-sheet-28754-seal_n_flex_fc-m-0-g-0.html

Multi Prime (Waterproofing Primer):
http://www.bostik.com.au/construction-trade-products-catalogue-sheet-28598-multiprime-m-0-g-0.html

Dampfix Gold (Water based polyurethane membrane):
http://www.bostik.com.au/construction-trade-products-catalogue-sheet-28676-dampfix_gold-m-0-g-0.html

Fibreglass Reinforcing:
https://totalwaterproofingsupplies.com.au/shop/accessories-other-items/reinforcing-cloth-150mm-wide/

STEP 1 - PRODUCTION SELECTION

ESSENTIALSTONE

METRO LOCATIONS

Version February 2017

BUNNINGS warehouse

CUSTOMER DETAILS

Note: In order to complete this form. Please fill out the relevant areas shaded in grey.

Customer Name -->	Davila
Site Address -->	2-8/10 Ann Street
Suburb & Post Code -->	Lidcombe
State -->	NSW
Customer Phone No -->	0405410927
Date -->	3/08/2017

MATERIAL SELECTION & M2 CALCULATION

STONE BENCHTOPS

Area 1 -->	Kitchen	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour	1470	600	0.85		
Edgework -->	40mm Pencil Round	2100	600	1.26		
Range -->	Savvy	2910	765	2.23		
				4.35	M2	Item Number 2668177
Area 2 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	Select Edgework					
Range -->					M2	Item Number
Area 3 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	Select Edgework					
Range -->					M2	Item Number
Area 4 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	Select Edgework					
Range -->					M2	Item Number
Area 5 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	Select Edgework					
Range -->					M2	Item Number
Area 6 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	Select Edgework					
Range -->					M2	Item Number

STONE SPLASHBACKS

Area 1 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	20mm Square Arris					
Range -->					M2	Item Number
Area 2 -->	Select Area	Length (mm)	Width (mm)	Total		
Colour -->	Select Colour					
Edgework -->	20mm Square Arris					
Range -->					M2	Item Number

WATERFALL ENDS

Select Panel Type -->	Select Waterfall	Select Width	QTY	Item Number
Select Panel Type -->	Select Waterfall	Select Width	QTY	Item Number

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BUNNINGS warehouse
Bunnings Group Ltd

BEST PRICES EVERYDAY...

Estimate

In Home Kitchen Design

REVISED QUOTE

Thursday, 3 August 2017

Customer Details

Name:	Davila
Phone:	0405410927
Mobile:	0405410927
Address:	2-8/10 Ann Street
Suburb:	Lidcombe
State:	NSW
Postcode:	2141
Email:	[redacted]

Store Details

Store No:	7173
Store Name:	Lidcombe Warehouse
Store Phone:	(02) 9704 2400
Last updated:	03/08/2017 18:25
Consultant:	Michael Richards
Consultant Mobile:	0418 534 618
Consultant Email:	MRichards@bunnings.com.au
Quote Version	2

Estimate Summary

Total Price:	$ 11,281.81
JMS Job No:	115408024
Design Completed:	In Home

In-Home Project Overview - Kitchen

Order Type		
Cabinetry	**Caesar White,Modern Profile,Soft Close Hinges And Kabenelle Metal Sided Drawers Soft Close Runners,95mm Classic Bow Handles,Includes Cabinets, Doors, Hinges, Runners, Handles, Legs, Panels And Kickboards. Supply Only. See Item List For More Detail.	$ 5,188.24
Stone Benchtop	**essentialstone,Chardonnay,40mm Pencil Round Profile,price Includes $99 Professional Fee For Site Assessment And $500 Fee For Delivery And Installation. See Attached Breakdown For More Detail.	$ 4,243.77
Sinkware & Tapware	Oliveri Sonneribbe Drainboard 890x480mm 1.5 Lhb 1th 7314,Oliveri Mixer Side Lever 35mm Bunnings Waterfall Kitchen Mixer	$ 313.00
Lighting & Accessories	3 X Pot Drawers Soft Close Kabenelle 600mm Metal Sided,2 X Drawers Soft Close Kabenelle 900mm Metal Sided,1 X Pot Drawers Soft Close Kabenelle 900mm Metal Sided, 3 X Splashback Mitre Waterfall 2400x760x40mm Sided 612, 1 X Back Plate Stainless Steel 600mm Hpe0079mm	$ 1,336.80
Delivery	**Estimate only. Please discuss your delivery requirements with the store to confirm delivery price.	$ 200.00

Estimate Total	$ 11,281.81
Minimum Deposit	$ 500.00
Total Remaining	$ 10,781.81

Call 1800 099 999

TO GET YOUR ORDER STARTED TODAY

OUR FRIENDLY CONTACT CENTRE TEAM ARE AVAILABLE TO ASSIST WITH ALL HOME SERVICE ENQUIRIES

PRICE GUARANTEE

WE'LL BEAT IT BY 10%

Annexure K 11 14

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Additional Information:

BUNNINGS' TERMS AND CONDITIONS OF SUPPLY TO CUSTOMERS
CUSTOMER TERMS & CONDITIONS

Bunnings agrees to supply the product and services on the basis of the following:

Quotes & Estimates
- If we give you a quotation, it may be withdrawn or altered at any time until you submit an order.
- You must give us correct information for us to quote on. The price may change depending on the site or if you change your requirements.
- Quote are estimates only and are valid for 90 days. Orders are subject to Bunnings' acceptance.

Our responsibilities
- Our products come with warranties implied by law (see www.consumerlaw.gov.au). The product may also come with a warranty from the manufacturer. All other warranties are excluded.
- Delivery times are given in good faith but we will not be liable if we can't meet them. We delivery during normal working hours on weekdays and on Saturdays.
- We limit our liability to re-supplying the product or refunding your payment, at our election. We exclude liability for negligence and for indirect or consequential loss.
- Repair facilities for the goods may not be available in future.

Your responsibilities
- You must ensure that the product(s) is suitable for your purpose and your site. We are not liable if they are unsuitable.
- If you fail to perform your obligations, including if you fail to pay us on time, then you must indemnify Bunnings for all costs, expenses and liabilities which we incur as a result.
- If you have a complaint after installation, you must allow us access to your site to inspect.

Payment
- Full payment is required in advance of installation.
- Personal information is required (see the Bunnings privacy policy: www.bunnings.com.au).
- If we cannot access the site, you may be charged a callout fee.
- Title in the product passes to you when you pay us in full.

Other terms and conditions
- If there are other terms and conditions on the hard copy or electronic order form which we provide to you, these apply in addition to the above.

Call **1800 099 999**

TO GET YOUR ORDER STARTED TODAY

OUR FRIENDLY CONTACT CENTRE TEAM ARE AVAILABLE TO ASSIST WITH ALL HOME SERVICE ENQUIRIES

PRICE GUARANTEE
WE'LL BEAT IT BY 10%

Bunnings Estimate - 3/08/2017

ESSENTIALSTONE™

STEP 2 - ORDER SUMMARY

METRO LOCATIONS

Version February 2017

BUNNINGS warehouse

CUSTOMER DETAILS

Customer Name ->	Davila
Site Address ->	2-4/10 Ann Street
Suburb & Post Code ->	Lidcombe
State ->	NSW
Customer Phone No ->	0405410927
Date ->	3/08/2017

PRODUCT ITEMS

	STONE BENCHTOPS	DESCRIPTION	M2	ITEM NUMBER
1	Kitchen	SAVVY SPACE - CHARDONNAY - 40MM PENCIL ROUND	4.35	2666227
2	Select Area			
3	Select Area			
4	Select Area			
5	Select Area			
6	Select Area			

Please note the above pricing includes Edgework (Arris/Pencil Round)

	STONE SPLASHBACKS	DESCRIPTION	M2	ITEM NUMBER
1	Select Area			
2	Select Area			

Please note the above pricing includes Edgework (Arris)

	WATERFALL ENDS	DESCRIPTION	QTY	ITEM NUMBER
1	WATERFALL END			
2	WATERFALL END			

Please note the waterfall pricing includes Edgework (Arris/Pencil Round) and the Polishing to polish the returns (if applicable). Delivery & Installation (Arris/Pencil Round)

SERVICE ITEMS

ITEM	DESCRIPTION	UNIT	QTY	ITEM NUMBER
Site Assessment	SITE ASSESSMENT/CHECK MEASURE - PER VISIT	Per Visit		9840214
Delivery & Installation	DELIVERY & INSTALLATION	Per Area		9840215
Polishing of Undermount Sink Cutout		Per Bowl		
Tap Holes		Each		
Additional Standard Cutouts		Each		
GPO (Powerpoint) Cutouts		Each		
Drain Grooves		Set of 5		
Polishing Underside of Benchtop (20MM Edge Profile Tops Only)	POLISHING UNDERSIDE OF BENCHTOP (20MM EDGE PROFILE TOPS ONLY)	Per Top		9840420
Additional Rooms (ie. Bathroom/Laundry)		Per Area		
Return to Site		Each		
Additional Labour Hourly Rate		Per Hour		
Travel Fee		Per KM		
Partial Stone Benchtop Removal		Per Room		
Full Stone Benchtop Removal		Per Room		
				TOTAL

The above pricing is GST inclusive

Prices are subject to change without notice

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INSTALLATION and TRADES ESTIMATE

THIS IS AN ESTIMATE SHEET ONLY.

THIS ESTIMATE IS DEPENDANT ON SITE CONDITIONS INCLUDING STRUCTURES, WATER AND POWER SUPPLY.
You can choose your own installer and trades people, or choose from a list of accredited installers.
You may then enter into a contract with your chosen installer. The accredited installer may also assist in booking other trades, if required, such as Plumbing, Electrical Tiling, Plasterers etc.

PLEASE NOTE: This estimate may differ from the quote you receive from the trades person after site inspection.
***** ALL PAYMENTS ARE PAID DIRECT TO THE RESPECTIVE TRADES PERSON. *****

Customer Note:
At your request, a list of Kaboodle Accredited Installers can be given to you for obtaining an installation quote. This list is provided by Kaboodle as a Referral service only. These installers operate entirely separate of Kaboodle.
As part of this referral service it may be necessary to share your information with these 3rd Party Installers. By requesting a copy of this estimate, you consent to your information being shared with these 3rd parties in relation to kitchen installations only.

Customer Name:	Davis	Date:	Thursday, 03 Aug 2017
Address:	2-4/19 Ann Street, Lidcombe, NSW, 2141	State:	NSW
Consultant Name:	Michael Richards	Store Number:	7173
JMS Number:	115408624	Store Name:	Lidcombe Warehouse
Customer Email:	davis@optusnet.com.au		

Kaboodle Accredited Installers:

TradePro (Tom)	Mob: 0449 194 200; E-mail: sales@tradeproinstallations.com.au; Web: www.tradeproinstallations.com
Get it Installed (Peter)	Mob: 0419415235; E-mail: info@getitinstalled.com.au

INSTALLATION CHARGES	UNIT PRICE	QTY.	TOTAL
ASSEMBLE & INSTALL CABINETS - Minimum 6 cabinets @ $48 per cabinet	$528	1	$528
ADDITIONAL CABINET ASSEMBLY & INSTALL - per cabinet	$88		$0
DRAWER CABINET ASSEMBLY & INSTALL - per cabinet	$143		$0
FIT RAW MDF SPLASHBACK - per lineal metre	$33		$0
MODIFICATION OF CABINET - each	$77		$0
STANDARD PANTRY ASSEMBLY & INSTALLATION - per cabinet	$132		$0
CORNER PANTRY ASSEMBLY & INSTALLATION - per cabinet	$187		$0
PANEL INSTALLATION - each - Base, Wall, Tall, Island, Kicker etc.	$11		$0
INSTALL LAMINATED BENCHTOPS ONLY - per lineal metre	$55		$0
FILLERS - (wall & base) each	$55		$0
INSTALL STANDARD RANGEHOOD - (no venting)	$55		$0
INSTALL APPLIANCE TRIM KIT - each	$88		$0
ADDITIONAL TRAVEL OUTSIDE THE RETAIL AREA (Per Kilometre)	$55		$0
CO-ORDINATION OF TRADES - (Plumbing, Electrical etc)	$1.10		$0
REMOVAL of EXISTING KITCHEN Cabinets, Benchtops Tops & Splashbacks ONLY	$104.50		$0
RUBBISH REMOVAL - Incl Dump Fees - (Empty Kaboodle After Appliance Items)	$616		$0
3RD STORY & ABOVE EXTRA INSTALLATION CHARGE	$110	1	$110
INSTALLER TO PICK-UP KITCHEN COMPONENTS & DELIVER TO SITE	$165		$0
Any extras will be charged at $77 / hour	$120		$0
	$77		$0
INSTALLATION ESTIMATED TOTAL INC. GST:			$638

ELECTRICAL ESTIMATE		UNIT PRICE	QTY.	TOTAL
***** Any Trenching work into concrete or brick MUST be estimated direct by the contractor *****				
MINIMUM CALL OUT / CALL BACK FEE 1st 30min, then $33 per 15min after		$100		$0
SAFETY SWITCH (EVERY HOUSE MUST HAVE THIS BY LEGISLATION IF NOT PRESENT)		$220		$0
DISCONNECT	POWER TO ENTIRE KITCHEN	$110		$0
NEW CIRCUIT (Connected)	OVEN	$385		$0
	COOKTOP Price for < 90 AMP - Check Only	$385		$0
	UPRIGHT STOVE Installation Switch Not Included	$385		$0
RELOCATE & CONNECT	OVEN	$250		$0
	COOKTOP Installation Switch Not Included	$250		$0
	UPRIGHT STOVE	$250		$0
CONNECT ONLY	OVEN In the same location	$95		$0
	COOKTOP In the same location	$95		$0
	ISOLATION SWITCH To be fitted in all shower recesses	$88		$0
	UPRIGHT STOVE In the same location	$95		$0
INSTALL VENTED RANGEHOOD	Includes a Venting Kit up to 3 metres in length, Roof penetrating Deck-Tile & 1mm Alloy-proof Cowl, Rangehood Install, Labour & Materials, Applies to Single Storey only (NOT FOR 1ST FLOOR or 2 & above)	$388		$0
INSTALL POWER POINT	DISHWASHER	$77		$0
	RANGEHOOD	$77		$0
	MICROWAVE	$77		$0
	REFRIGERATOR	$77		$0
	GARBAGE DISPOSAL Includes Power point and Switch	$160		$0
	NEW or RELOCATE EGLE PNT GAS IGNITION	$77		$0
GENERAL POWER POINTS	NEW SINGLE	$77		$0
	NEW DOUBLE	$88		$0
	WALL or FLOOR CABLE CHASING	To be quoted by tradesman		
PHONE/ LIGHT SWITCH	RELOCATE LIGHT or PHONE SWITCH	To be quoted by tradesman		
CABINET LIGHTS	WALK IN PANTRY LIGHT	$120		$0
	INSTALL CABINET LIGHTING (Per Light)	$60		$0
CABLE DUCTING	DUCTING or CONDUIT(PER MTR)	$10		$0

CUSTOMER NAME:	Davis		Page 1
CSO NUMBER:	115408624	Thursday, 03 Aug 2017	

PLUMBING ESTIMATE	UNIT PRICE	QTY.	TOTAL
***** Any Trenching work into concrete or brick MUST be estimated direct by the contractor *****			
MINIMUM CALL OUT / CALL BACK FEE 1st 30min, then $75 per 15min after	$100		$0
DISCONNECT WATER & WASTE (Must be done by Licenced Plumber)	$55		$0
MIXER TAP & WASTE & DISHWASHER	$385		$0
DISHWASHER WASTE EXTENSION (If the Dish Washer is more than 1 mtr from sink)	$55		$0
MIXER TAP & WASTE - (No Dishwasher Connection	$275		$0
DROP FRIDGE PIGTAIL WALL COMBINATION FOR MIXER TAP	$88		$0
TAP WARE TO STAY IN WALL - CONNECT ONLY	$175		$0
CONNECTION OF FRIDGE WITH WATER & ICE MAKER	$197		$0
WATER PURIFIERS	$85		$0
GARBAGE DISPOSAL	$85		$0
RELOCATE PIPE WORK - PER METRE FOR PIPE	$44		$0
Form 4 - COUNCIL NOTIFICATION FEE (Compulsory when Plumbing required)	$35		$0
PLUMBING ESTIMATED TOTAL INC. GST:			$0

GAS ESTIMATE	UNIT PRICE	QTY.	TOTAL
GAS INSTALLATION - PRE WORK TEST (Must be sealed off prior to any work)	$100		$0
GAS COMPLIANCE CERTIFICATE (Must be given after all completed work)	$75		$0
DISCONNECT GAS STOVE OR COOKTOP (Must be done by Licenced Gas Fitter)	$55		$0
DISCONNECT & TERMINATE GAS CONNECTION TO OVEN OR COOKTOP	$90		$0
CONNECT UPRIGHT STOVE	$155		$0
CONNECT COOKTOP	$175		$0
CONNECT OVEN - WALL OR UNDER A BENCH	$175		$0
CONNECT COOKTOP & OVEN COMBINATION	$300		$0
NEW GAS LINE TO METER / BOTTLES - SINGLE (Includes 6 Mtrs of piping,gas regulator & connects to both)	$680		$0
RELOCATE PIPE WORK PER MT - (For Pipe - Incl, Cold Water & Waste)	$44		$0
* Please Note - Pricing of single Gas Ignition is now in Electrical *			
GAS ESTIMATED TOTAL INC. GST:			$0

KITCHEN SPLASHBACKS	UNIT PRICE	QTY.	TOTAL
REMOVAL OF OLD WALL TILES - (PER HOUR)	$35		$0
STANDARD UP TO 3 SQ MTS (ON EXISTING WALLS)	$350		$0
TILING ESTIMATED TOTAL INC. GST:			$0

QBSA - QLD HOME WARRANTY SCHEME	$212		$0

TRADES ESTIMATE SUMMARY		
INSTALLATION ESTIMATE TOTAL	$638	
Additional Info for tradesman:		
ELECTRICAL ESTIMATE TOTAL	$0	
Additional Info for tradesman:		
PLUMBING ESTIMATE TOTAL	$0	
Additional Info for tradesman:		
GAS ESTIMATE TOTAL	$0	
Additional Info for tradesman:		
TILING ESTIMATE TOTAL	$0	
Additional Info for tradesman:		
QBSA - QLD HOME WARRANTY SCHEME	$0	
Additional Info for tradesman:		
BUILDING/PLASTERING WORK:		
DETAILS OF WORK:		
TOTAL OF ALL TRADE ESTIMATES	$638	

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Itemised Kitchen Quote

Category	Description	Fineline	Sum of QTY	Sum of Cost
Accessories	DRAWER SOFT CLOSE KABOODLE 900MM METAL SIDED	2667703	2	$206.00
	POT DRAWER SOFT CLOSE KABOODLE 600MM METAL SIDED	2667705	1	$91.80
	POT DRAWER SOFT CLOSE KABOODLE 900MM METAL SIDED	2667706	1	$119.00
CABINETRY	1000mm Blind Corner Base Cabinet - 450 door option	2666537	2	$300.00
	1200mm Island Back Panel - Antique White	2660483	3	$471.00
	150mm Wine Rack - Antique White	2660574	2	$238.00
	200mm Cabinet Door - Antique White/Modern	2665654	1	$31.38
	200mm Wall Cabinet	2662257	1	$50.22
	2400mm Kickboard - Antique White	2665379	4	$192.12
	2x11L Side Mount Pullout Bin Suit 300mm Base Cabinet	2667715	1	$94.00
	300mm Base Cabinet	2662597	2	$166.32
	300mm Cabinet Door - Antique White/Modern	2660459	8	$324.96
	400mm Cabinet Door - Antique White/Modern	2664496	2	$93.78
	450mm Cabinet Door - Antique White/Modern	2664577	2	$103.74
	510mm Soft Close Drawer Runners 1 set	2667718	4	$121.80
	600mm 1 Drawer Base Cabinet	2662248	1	$147.00
	600mm 1 drawer panel - Antique White/Modern	2662586	1	$28.53
	600mm Microwave Box - Antique White	2662592	1	$167.00
	600mm Oven Cabinet	2662246	1	$101.00
	600mm Oven Front Panels 2pk - Antique White	2665492	1	$11.75
	600mm Rangehood Cabinet	2662267	1	$65.34
	600mm Rangehood Cabinet Doors 2pk - Antique White/Modern	2664739	1	$59.67
	600mm Wall Cabinet	2662262	3	$285.12
	800mm Base Cabinet	2662615	1	$133.00
	800mm Slimline Cabinet	2662269	1	$78.84
	800mm Slimline Door - Antique White/Modern	2662571	1	$44.50
	900mm 3 Drawer Base Cabinet	2662253	1	$292.00
	900mm 3 drawer panels - Antique White/Modern	2660626	1	$109.00
	900mm Slimline Cabinet	2662270	1	$85.32
	900mm Slimline Door - Antique White/Modern	2662577	1	$51.35
	Base End Panel - Antique White	2665052	3	$249.87
	Base Filler Panel - Antique White	2666474	2	$24.80
	Blind Corner Base Panel - Antique White	2666515	2	$113.98
	Classic Bow Handle 96mm	2662578	21	$52.92
	Foam Door Buffers Pk75	2662000	1	$7.46
	Pantry End Panel - Antique White	2665133	1	$223.00
	Plastic Push On Screw Caps Pk100	2651999	1	$4.83
	Slimline Cabinet Hinge Pack	2662468	2	$83.38
	Soft Close Blind Corner Hinges - 1 pair	2666938	2	$43.20
	Soft Close Door Hinges 1 pair	2662006	13	$212.94
	Wall End Panel - Antique White	2665094	8	$300.32
	Wall Filler Panel - Antique White	2666474	2	$24.80
Delivery	DELIVERY CHARGE++IN THE HOME CONSOLIDATED	9920197	1	$200.00
Kitchen Taps	SINK MIXR SIDE LVR 35MM IKONIC WELSSTAR 6L/MIN YDISM-SA	5003205	1	$100.00
Sinks	SINK SQUARELINE EVERHARD 980X480MM 1.5 LHB 1TH 73143	5090135	1	$213.00
Splashbacks	BACK PLATE STAINLESS STEEL 600MM HGV0079BUN	5102171	1	$125.00
	SPLASHBACK MIST VISTELLE 2600X760X4MM SHLU1622	2666222	3	$795.00
Grand Total			118	$7038.04

STEP 1 - PRODUCTION SELECTION

ESSENTIALSTONE™ METRO LOCATIONS

Version February 2017

BUNNINGS warehouse

CUSTOMER DETAILS

Note: In order to complete this form. Please fill out the relevant areas shaded in grey.

Customer Name -->	David
Site Address -->	32-40/10 Ann Street
Suburb & Post Code -->	Kidcombe
State -->	NSW
Customer Phone No -->	0405411027
Date -->	3/08/2017

MATERIAL SELECTION & M2 CALCULATION

STONE BENCHTOPS

		Length (mm)	Width (mm)	Total	
Area 1 -->	Kitchen	2480	600	0.85	
Colour -->	Chardonnay	2100S	600	1.26	
Edgework -->	40mm Pencil Round	2910	2760	2.23	
Range -->	Savvy			4.35	M2

Item Number: 2666177

		Length (mm)	Width (mm)	Total	
Area 2 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	Select Edgework				
Range -->					M2

Item Number:

		Length (mm)	Width (mm)	Total	
Area 3 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	Select Edgework				
Range -->					M2

Item Number:

		Length (mm)	Width (mm)	Total	
Area 4 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	Select Edgework				
Range -->					M2

Item Number:

		Length (mm)	Width (mm)	Total	
Area 5 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	Select Edgework				
Range -->					M2

Item Number:

		Length (mm)	Width (mm)	Total	
Area 6 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	Select Edgework				
Range -->					M2

Item Number:

STONE SPLASHBACKS

		Length (mm)	Width (mm)	Total	
Area 1 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	20mm Square Arris				
Range -->					M2

Item Number:

		Length (mm)	Width (mm)	Total	
Area 2 -->	Select Area				
Colour -->	Select Colour				
Edgework -->	20mm Square Arris				
Range -->					M2

Item Number:

WATERFALL ENDS

Select Panel Type -->	Select Waterfall	Select Width	QTY	Item Number
Select Panel Type -->	Select Waterfall	Select Width	QTY	Item Number

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ESSENTIALSTONE

STEP 2 - ORDER SUMMARY

METRO LOCATIONS

Version February 2017

BUNNINGS Warehouse

CUSTOMER DETAILS

Customer Name -->	Davila
Site Address -->	2-8/10 Ann Street
Suburb & Post Code -->	Lidcombe
State -->	NSW
Customer Phone No -->	0405410927
Date -->	3/08/2017

PRODUCT ITEMS

STONE BENCHTOPS		DESCRIPTION	M2	ITEM NUMBER
1	Kitchen	SAVVY SPACE - CHARDONNAY - 40MM PENCIL ROUND	4.35	7666227
2	Select Area			
3	Select Area			
4	Select Area			
5	Select Area			
6	Select Area			

Please note: the above pricing includes Edgework (Arris/Pencil Round)

STONE SPLASHBACKS		DESCRIPTION	M2	ITEM NUMBER
1	Select Area			
2	Select Area			

Please note: the above pricing includes Edgework (Arris)

WATERFALL ENDS		DESCRIPTION	QTY	ITEM NUMBER
1	WATERFALL END			
2	WATERFALL END			

Please note: the Waterfall pricing includes Edgework (Arris/Pencil Round), Mitre/Polishing to match benchtop returns (if applicable), Delivery & Installation

SERVICE ITEMS

ITEM	DESCRIPTION	UNIT	QTY	ITEM NUMBER
Site Assessment	SITE ASSESSMENT/CHECK MEASURE - PER VISIT	Per Visit		8840214
Delivery & Installation	DELIVERY & INSTALLATION	Per Area		8840215
Polishing of Undermount Sink Cutout		Per Bowl		
Tap Holes		Each		
Additional Standard Cutouts		Each		
GPO (Powerpoint) Cutouts		Each		
Drain Grooves		Set of 5		
Polishing Underside of Benchtop (20MM Edge Profile Tops Only)	POLISHING UNDERSIDE OF BENCHTOP (20MM EDGE PROFILE TOPS ONLY)	Per Top		8840420
Additional Rooms (ie. Bathroom/Laundry)		Per Area		
Return to Site		Each		
Additional Labour Hourly Rate		Per Hour		
Travel Fee		Per KM		
Partial Stone Benchtop Removal		Per Room		
Full Stone Benchtop Removal		Per Room		

The above pricing is GST inclusive | Prices are subject to change without notice | TOTAL

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Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

01 DO NOT EDIT -	Designed: 3/08/2017
	Printed: 3/08/2017
FLOOR PLAN	
Drawing #: 1	

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Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

01 DO NOT EDIT -	BUNNINGS AUSTRALIA	Designed: 3/08/2017 Printed: 3/08/2017
BENCHTOP LAYOUT		
Drawing #: 1		

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Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

01 DO NOT EDIT -	
BENCHTOP LAYOUT	BUNNINGS warehouse
Drawing #: 1	Designed: 3/08/2017 Printed: 3/08/2017

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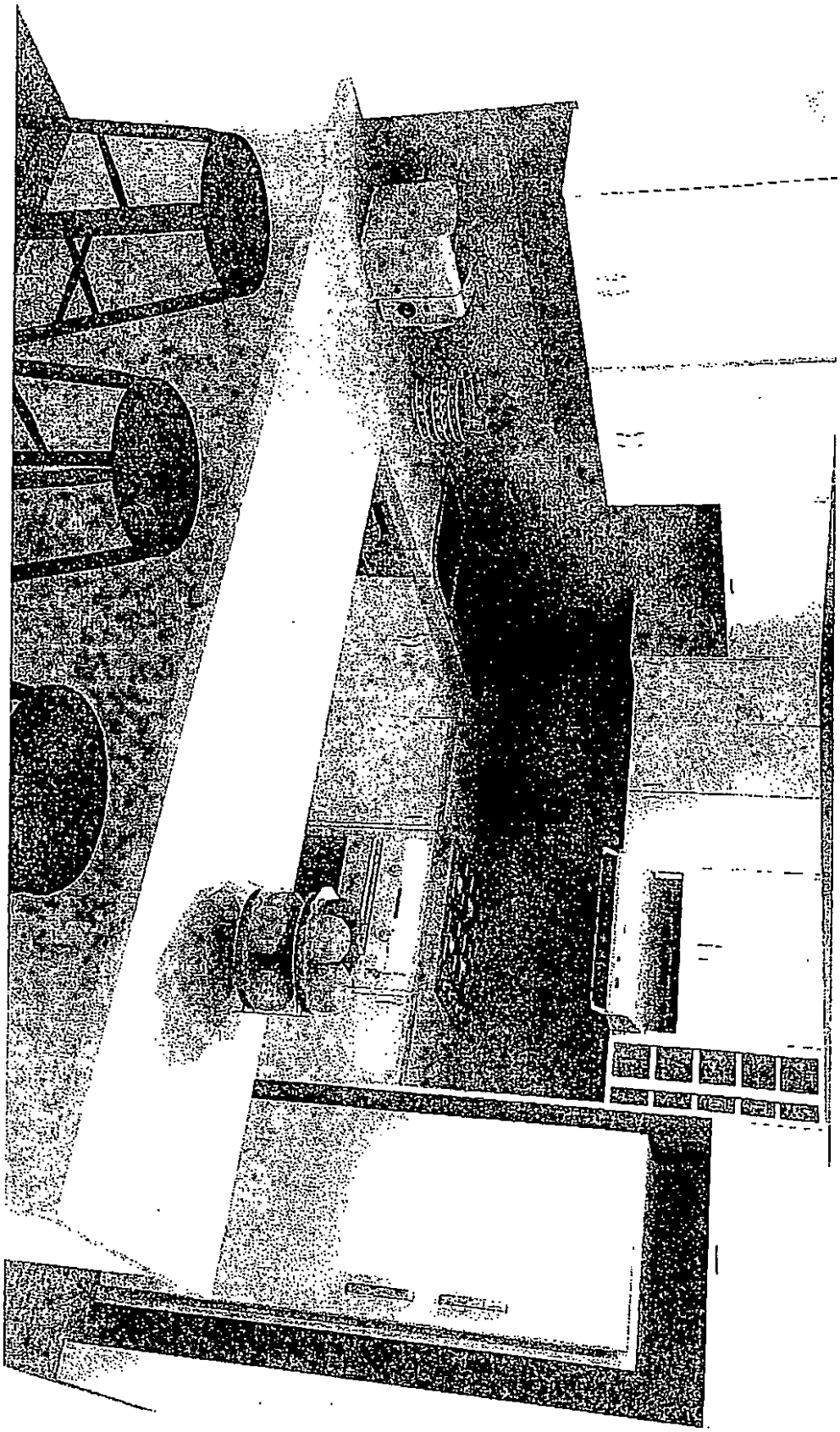

Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

01 DO NOT EDIT -	BUNNINGS warehouse	Designed: 3/08/2017 Printed: 3/08/2017
BENCHTOP LAYOUT		
Drawing #: 1		

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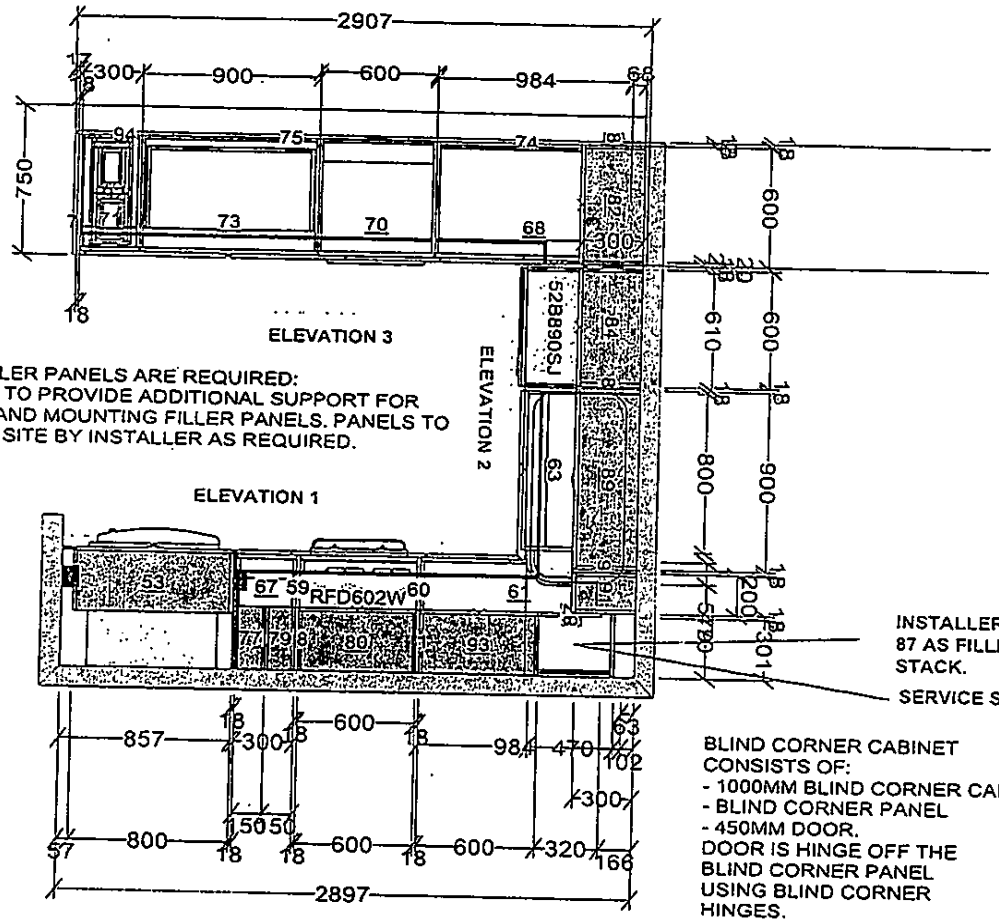
Legend
53: 800mm Slimline Cabinet
54: Wall Filler Panel - Antique White
55: Pantry End Panel - Antique White
58: 600mm Oven Cabinet
59: Wall End Panel - Antique White
60: Wall End Panel - Antique White
61: 1000mm Blind Corner Base Cabinet
63: 800mm Base Cabinet
65: Base End Panel - Antique White
66: Base End Panel - Antique White
67: 300mm Base Cabinet
68: 1000mm Blind Corner Base Cabinet
70: Underbench Microwave Cabinet
71: 300mm Base Cabinet
72: Base End Panel - Antique White
73: 900mm 3 Drawer Base Cabinet
74: 1200mm Island Back Panel - Antique White
75: 1200mm Island Back Panel - Antique White
77: 150mm Wine Rack - Antique White
78: Wall End Panel - Antique White
79: 150mm Wine Rack - Antique White
80: 600mm Rangehood Cabinet
81: Wall End Panel - Antique White
82: 600mm Wall Cabinet
83: Wall End Panel - Antique White
84: 600mm Wall Cabinet
87: Wall End Panel - Antique White
88: Wall End Panel - Antique White
89: 900mm Slimline Cabinet
90: Wall End Panel - Antique White
91: 200mm Wall Cabinet
92: W-50530
93: 600mm Wall Cabinet
94: 1200mm Island Back Panel - Antique White
95: Base Filler Panel - Antique White
96: Base Filler Panel - Antique White
97: Wall Filler Panel - Antique White



WHERE FILLER PANELS ARE REQUIRED:
INSTALLER TO PROVIDE ADDITIONAL SUPPORT FOR CABINETS AND MOUNTING FILLER PANELS. PANELS TO BE CUT ON SITE BY INSTALLER AS REQUIRED.

BLIND CORNER CABINET
CONSISTS OF:
- 1000MM BLIND CORNER CABINET
- BLIND CORNER PANEL
- 450MM DOOR.
DOOR IS HINGE OFF THE BLIND CORNER PANEL USING BLIND CORNER HINGES.
NOTE CABINET TO BE PULLED OFF WALL MINIMUM 50MM*

BASE END PANELS USED AS 18MM SPACERS EITHER SIDE OF DISHWASHER

WALL END PANELS USED AS 18MM SPACERS EITHER SIDE OF OVEN UNIT

All dimensions .size designations given are subject to verification on job site and adjustment to fit job conditions.	BUNNINGS warehouse	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 3/08/2017 Printed: 3/08/2017
01 DO NOT EDIT - AUKBL012-MYMASTERTEMPLATE - 06-17.kit		FLOOR PLAN	Drawing #: 1 | No Scale.

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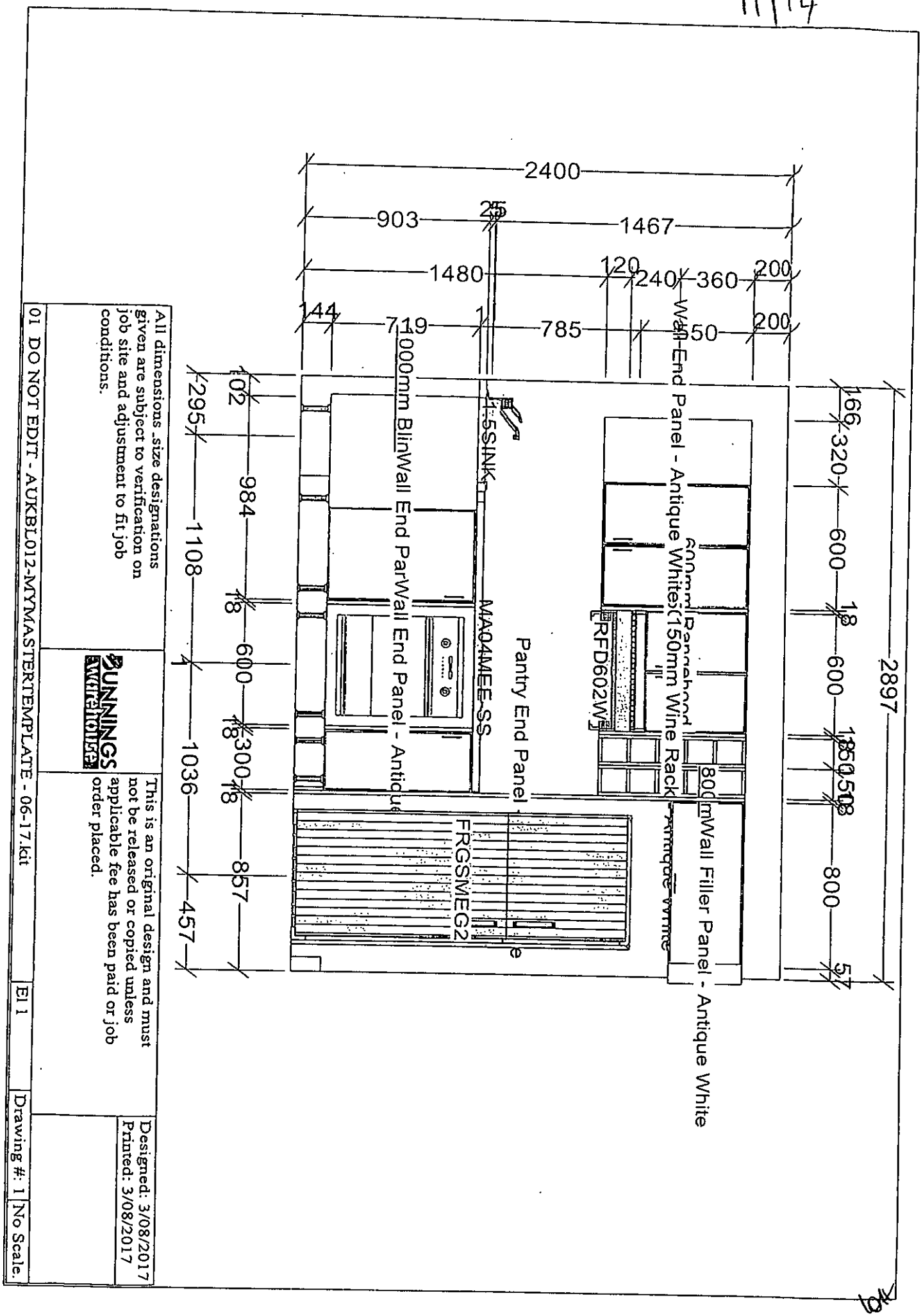

All dimensions ,size designations given are subject to verification on job site and adjustment to fit job conditions.

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BUNNINGS warehouse

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El 1

Drawing #: 1

No Scale.

Designed: 3/08/2017

Printed: 3/08/2017

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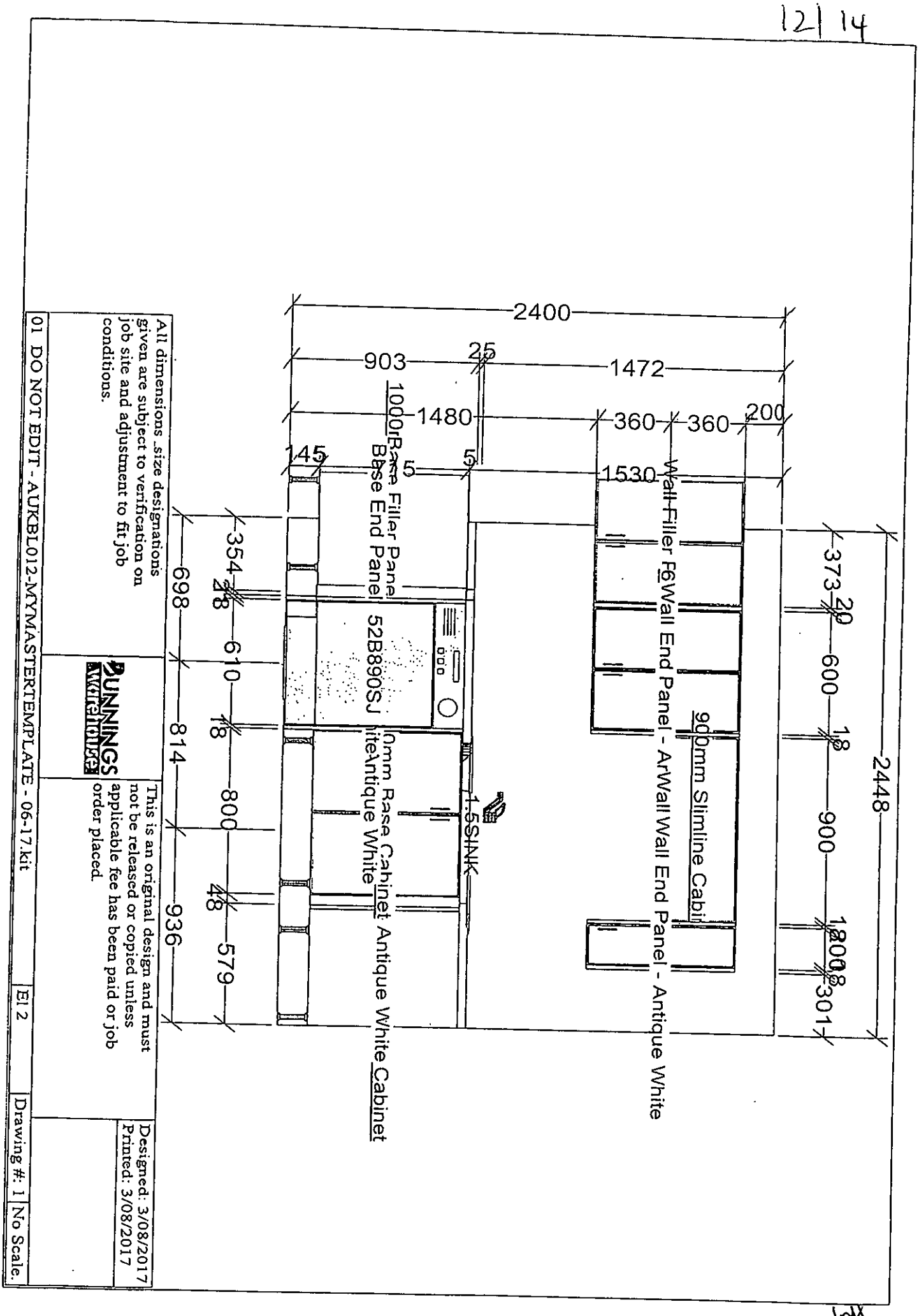

All dimensions size designations given are subject to verification on job site and adjust to fit job conditions.

BUNNINGS warehouse

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	EI 2	Drawing #: 1	Printed: 3/08/2017
		No Scale.	

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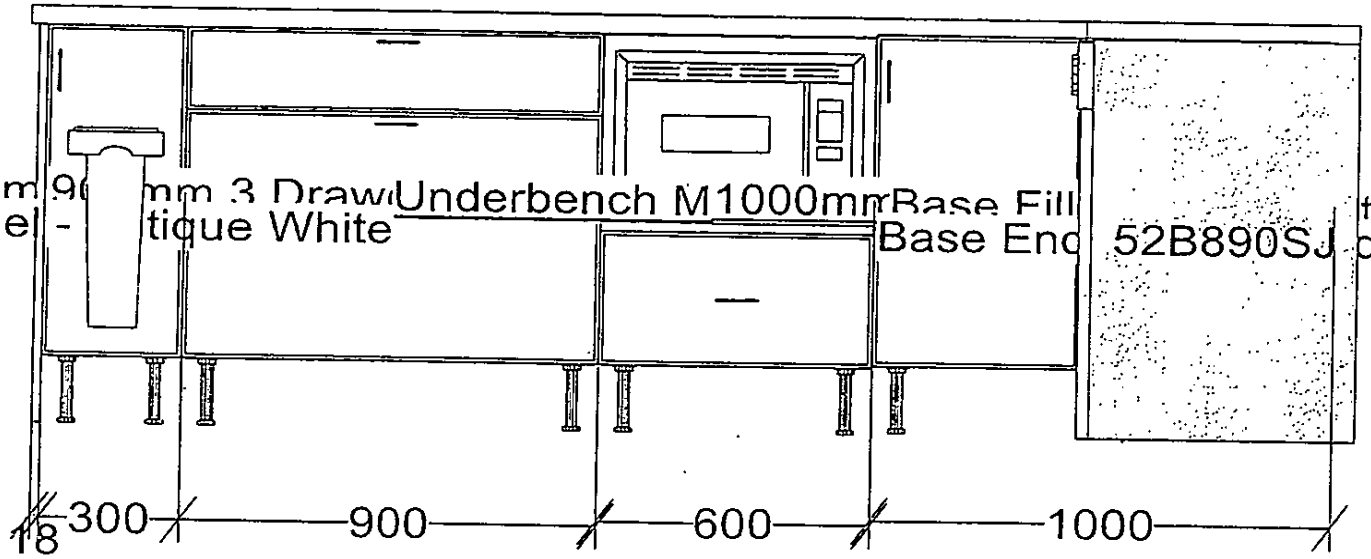
600mm Wall Cabinet



All dimensions _size designations given are subject to verification on job site and adjustment to fit job conditions.	BUNNINGS warehouse	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 3/08/2017 Printed: 3/08/2017
01 DO NOT EDIT - AUKBL012-MYMASTERTEMPLATE - 06-17.kit		El 3	Drawing #: 1 | No Scale.

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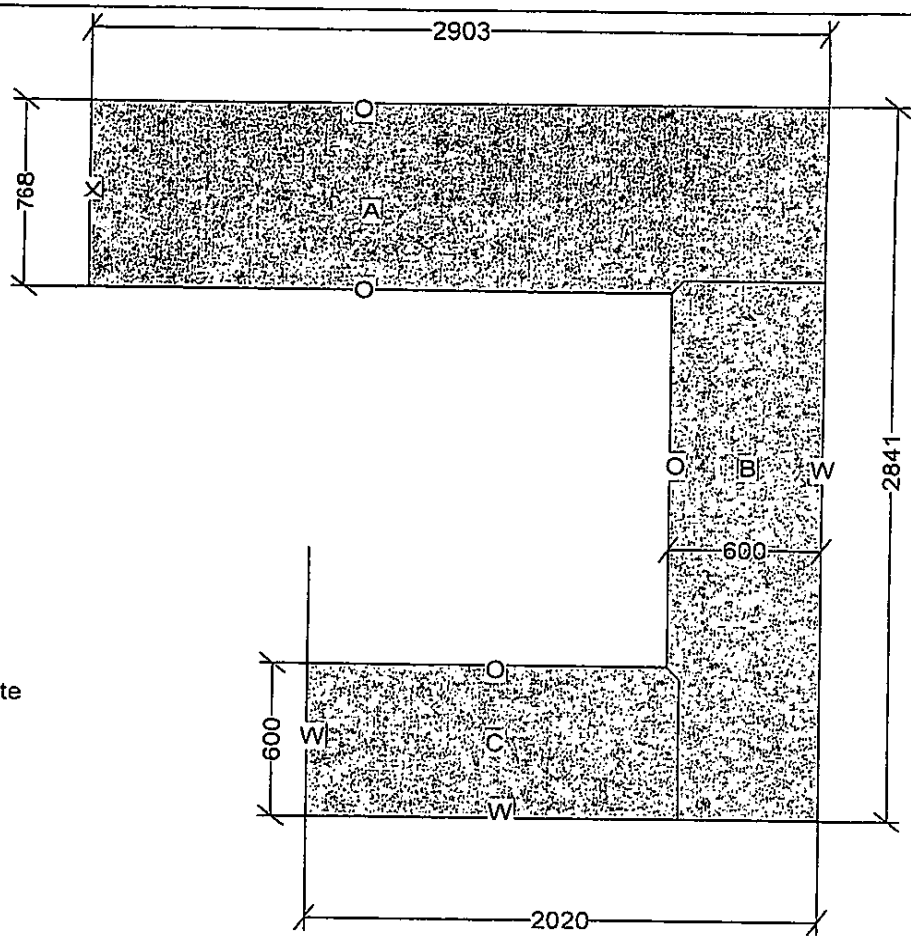
Please note:

INSTALLER TO MAKE COOKTOP AND SINK CUT-OUTS
TO LAMINATE BENCHTOPS
ANY TRIMMING AROUND WALL RISERS OR WALL CORNERS
ARE ALSO CARRIED OUT BY IINSTALLER.

A check measured reccommened to be carried out
by the installer once existing kitchen and splashback
are removed and prior to placing order to ensure
dimensions are correct

This diagram shows the overall layout
however the location of the joints has to be
determined by the installer.



ESSENTIAL STONE (Estimate only).
Based on plan designed by in home consultant
Final dimensions determined by Essential stone after site assessment

Range: Savvy Space
Colour: Chardonnay
Profile:40mm pencile round

Waterfalls:0
Undermount sink: 0
Additional:0

VERSION: 1
IHC:

All dimensions ,size designations given are subject to verification on job site and adjustment to fit job conditions.	BUNNINGS warehouse	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 3/08/2017 Printed: 3/08/2017
01 DO NOT EDIT - AUKBL012-MYMASTERTEMPLATE - 06-17.kit	BENCHTOP LAYOUT	Drawing #: 1	No Scale.

CUMBERLAND
CITY COUNCIL

APPLICANT: Infotrack Pty Ltd
Gpo Box 4029
SYDNEY NSW 2000

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property:	**31/2-10 Ann Street LIDCOMBE NSW 2141**
Title:	**Lot 31 SP 79178**
Land No:	46377
Certificate No:	PC2025/3366
Certificate Date:	11/07/2025
Applicant's Ref:	CV:25179

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs

1. The following environmental planning instruments apply to the carrying out of development on the land:

Cumberland Local Environmental Plan 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resource and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Housing) 2021

The following development control plan apply to the carrying out of development on the land:

Cumberland Development Control Plan 2021

2. The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:

No proposed environmental planning instruments apply

No proposed development control plans apply

In this item - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ITEM 2 - Zoning and land use under relevant planning instruments

1. (a) Zoning details in the environmental planning instruments identified in ITEM 1(1) above

Zone R4 High Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that non-residential land uses are located in a setting that minimises impacts on the amenity of a high density residential environment.

- To encourage residential development that maintains the amenity of the surrounding area.

2. Permitted without consent
Home occupations

3. Permitted with consent
Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Home industries; Hostels; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top housing; Water recycling facilities; Any other development not specified in item 2 or 4

4. Prohibited
Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Dwelling houses; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

(b) Additional permitted uses

No additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

(e) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(f) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above

No draft zoning applies to the land

(b) Additional permitted uses

No draft additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

(e) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(f) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 3 - Contributions plans

1. ***The name of the contributions plan applying to the land is:***

Cumberland Local Infrastructure Contributions Plan 2020

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

2. ***The name of the draft contributions plan applying to the land is:***

No draft contributions plan applies.

ITEM 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e),(2),(3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Housing Code
Yes, under the Housing Code complying development may be carried out on the land.

Rural Housing Code
Yes, under the Rural Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code
Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Housing Alterations Code
Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code
Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code
Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Industrial and Business Buildings Code
Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code
Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code
Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code
Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code
Yes, under the Fire Safety Code complying development may be carried out on the land.

Agritourism and Farm Stay Accommodation Code
Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

ITEM 5 - Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Yes

ITEM 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

In this item –

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

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

ITEM 7 - Land reserved for acquisition

Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

ITEM 8 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993; or
(b) Any environmental planning instrument; or
(c) Any resolution of the Council?

No

ITEM 9 - Flood related development controls information

1. Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.

No

2. Is the land or part of the land between the flood planning area and the probable maximum flood (PMF) and subject to flood-related development controls.

Yes

In this item-

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

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

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

ITEM 10 - Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

Salinity: Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No

(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

ITEM 12 - Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

ITEM 13 - Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

ITEM 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 16 - Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

No

Note - Biodiversity stewardship agreements include biobanking agreements under the Threatened Species *Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

ITEM 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No

Note - Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

ITEM 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that 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?

No

ITEM 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land 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)?

No

ITEM 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

ITEM 21 - Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, are there any conditions from a development consent (granted after 11 October 2007) in relation to the land that are of the kind set out in clause 88(2) of the Policy.

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

ITEM 22 - Site compatibility certificates and development consent conditions for affordable rental housing.

1. Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?

No

2. If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the State Environmental Planning Policy (Housing) 2021.

3. ***Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?***

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

In this item –

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

ITEM 23 - Water or sewerage services

Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.

No

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) Significantly contaminated land within the meaning of the CLM Act?

No

(b) Subject to a management order within the meaning of the CLM Act?

No

(c) Subject to an approved voluntary management proposal within the meaning of the CLM Act?

No

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

No

(e) Subject to a site audit statement?

No

Note: This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land.*

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

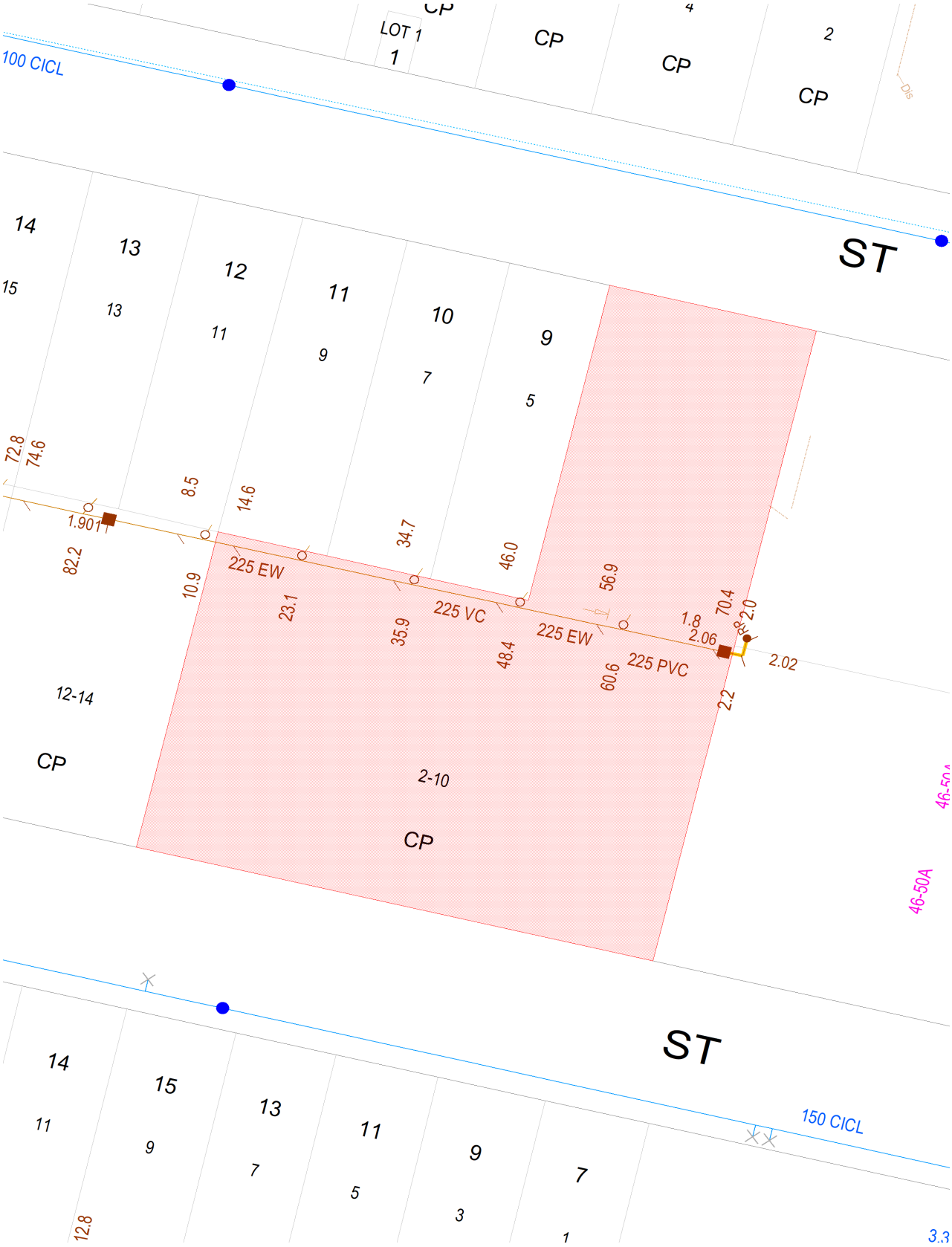
Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at **http:// www.planning.nsw.gov.au**

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J. Fitzgerald
GENERAL MANAGER

Service Location Print

Application Number: 8004453310



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

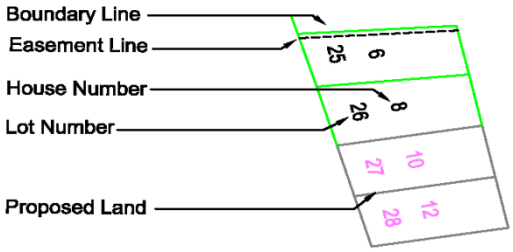
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

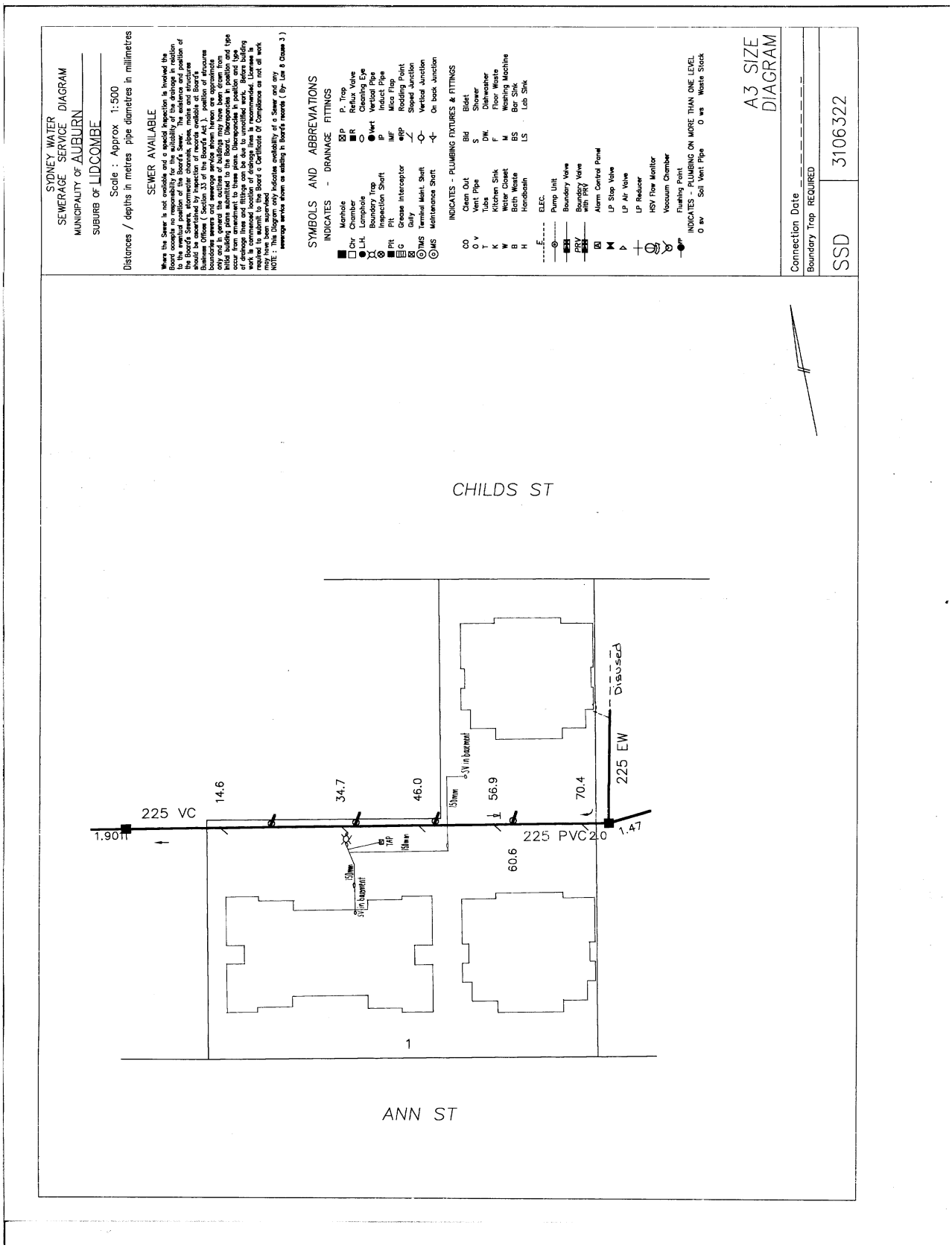
For general enquiries please call the Customer Contact Centre on 132 092

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

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

Sewer Service Diagram

Application Number: 8004453311



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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
    (a) to what year has a return been made?
    (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
    (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
    (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

(h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
(a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
(b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
(c) Is the vendor aware of:
  (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
  (iii) any latent defects in them?
(d) Has the vendor any notice or knowledge of them being affected by the following:
  (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

(ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?

(iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.

(iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

(e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.

(a) If a licence benefits the Property please provide a copy and indicate:

(i) whether there are any existing breaches by any party to it;

(ii) whether there are any matters in dispute; and

(ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:

(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;

(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:

(a) orders of the Tribunal;

(b) notices of or investigations by the Owners Corporation;

(c) notices or orders issued by any Court; or

(d) notices or orders issued by the Council or any public authority or water authority,

affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:

(a) a collective sale of the strata scheme; or

(b) a redevelopment of the strata scheme (including a strata renewal proposal)?

If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:

(a) who has been appointed to each role;

(b) when does the term or each appointment expire; and

(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
    (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

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RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

RE/MAX Prestige

IMPORTANT INFORMATION

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

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

This agreement is made on 06 / 08 / 2024 **at** New South Wales **Between**

Landlord

[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: Jin Hee Kim A.B.N. (if applicable):

Landlord telephone number or other contact details: 0493 839 180

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

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

[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 2 Name: A.B.N. (if applicable):

Landlord telephone number or other contact details:

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

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

[Insert business address or residential address of landlord(s)]

C/O RE/MAX Prestige

Shop 7.1/2 Dawn Fraser Avenue, Sydney Olympic Park NSW 2127

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant *[Insert name of tenant(s) and contact details]*

Tenant 1 Name Marzia Sakhra

Phone 0426906706 Email ahmet.marzia@outlook.com

Tenant 2 Name

Phone Email

Tenant 3 Name

Phone Email

Tenant 4 Name

Phone Email

31/2-10 Ann St Lidcombe NSW 2141

Property Address: 31/2-10 Ann St Lidcombe NSW 2141

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RE/MAX Prestige

RESIDENTIAL TENANCY AGREEMENT

Landlord's agent details *[Insert name of landlord's agent (if any) and contact details]*

Licensee	Anointing Property Pty Ltd		
Trading as	RE/MAX Prestige	A.B.N.	77 667 756 050
Address	Shop 7.1/2 Dawn Fraser Avenue		
SYDNEY OLYMPIC PARK, NSW		Postcode	2127
Phone 02 9319 1864	Fax	Mobile 0493 839 180	Email joseph.choi@remax.com.au

Tenant's agent details *[Insert name of tenant's agent (if any) and contact details]*

Name/s	N/A	A.B.N.	
Address			
		Postcode	
Phone	Fax	Mobile	Email

Term of agreement

The term of this agreement is:

- ☐ 6 months
- ☑ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☐ Other (please specify):
- ☐ Periodic (no end date)

starting on 07 /08 /2024 and ending on 06 /08 /2025 *[Cross out if not applicable]*

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

Residential Premises

The residential premises are *[Insert address]*

Address	31/2-10 Ann St		
Suburb	Lidcombe	State NSW	Postcode 2141

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

2 Bedroom Apartment

The residential premises **do not include**: *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

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RE/MAX Prestige

RESIDENTIAL TENANCY AGREEMENT

Rent

The rent is $ 1470 per fortnight payable in advance starting on 21 /08 /2024 .

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

The method by which the rent must be paid:

(a) to _____ at _____ by cash or Electronic Funds Transfer (EFT), or

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

BSB number: 112-879 Account number: 481 299 831

Account name: Anointing Property PM Trust Account

Payment reference: 31/2-10 Ann Street , or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: _____ Reference Number: _____

(d) as follows: _____

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

Rental bond *[Cross out if there is not going to be a bond]*

A rental bond of $ 2940 must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

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

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 3 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs:	Andy Yoon	Telephone: 0422 161 321
Plumbing repairs:	1st Plumbing Force	Telephone: 0430 553 760
Other repairs:	Gwang's Locksmith	Telephone: 0429 223 618

* All urgent repairs must be reported to prestige@remax.com.au

Water usage

Will the tenant be required to pay separately for water usage? ☐ Yes ☑ No If yes, see clauses 12 and 13.

Utilities

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

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

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

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RESIDENTIAL TENANCY AGREEMENT

RE/MAX Prestige

Smoke alarms

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

☑ Hardwired smoke alarm

☐ Battery operated smoke alarm

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

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

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

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

9 volt battery

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

Strata by-laws

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

Giving notices and other documents electronically *[optional]* *[Cross out if not applicable]*

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☑ Yes ☐ No If yes, see clause 50.

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

prestige@remax.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☑ Yes ☐ No If yes, see clause 50.

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

ahmetmarzia@outlook.com

Condition report

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

Tenancy laws

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

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RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

COPY OF AGREEMENT

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

RENT

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
   - **4.1** to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
   - **4.2** not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
   - **4.3** not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
   - **4.4** to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
   - **4.5** not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
   - **4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
   - **4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
   - **4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

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

      Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
    - **10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
    - **10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
    - **10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
    - **10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
    - **10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

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

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

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

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

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

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are ***urgent repairs*** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

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

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

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21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. **The landlord and the tenant agree:**

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. **The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. The landlord agrees not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

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

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

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.

39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

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

RENTAL BOND

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

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

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51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

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

52. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and the tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. **The landlord agrees** that the tenant may keep the following animal on the residential premises *[specify the breed, size etc]*:

54. **The tenant agrees**

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

ADDITIONAL TERM - PETS NOT PERMITTED

[Cross out this clause if not applicable]

56. Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.

ADDITIONAL TERM - MATERIAL FACTS

[Cross out this clause if not applicable]

57. The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the *Residential Tenancies Regulation 2019* (NSW)) in relation to the premises:

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

58. **The landlord and tenant:**

58.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / *(insert a date if the landlord and and tenant agree to this clause)* forms part of this agreement,

58.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

58.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

59. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees**:

59.1 to use the residential premises for residential purposes only;

59.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;

59.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

59.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

59.5 to wrap up and place garbage in a suitable container;

59.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

59.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

59.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

59.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

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59.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

59.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

59.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;

59.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and

59.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

60. The tenant agrees:

60.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

60.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

61. The tenant agrees:

61.1 to pay the rent on or before the day which the term of this agreement begins; and

61.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS

63. The tenant agrees:

63.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and

63.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

64. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

65. The tenant agrees:

65.1 upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 18 of this agreement; and

65.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

66. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees that** an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

67. The landlord and the tenant agree that:

67.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

67.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

68. The tenant acknowledges and agrees:

68.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

68.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

68.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989)*, to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

68.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

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RESIDENTIAL TENANCY AGREEMENT

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ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

69. Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees**:

69.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

69.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

69.3 to keep the water level above the filter inlet at all times;

69.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool, equipment, safety gate, access door, fence or barrier;

69.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

69.6 to ensure that the pool safety gate or access door is self-closing at all times.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM
(for a fixed term of **less than 2 years**):

70. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

70.1 the rent will be increased to

$ _____ per _____

_____ on ___/___/___ ; and

to $ _____ per _____

_____ on ___/___/___ ; or

70.2 the rent increase can be calculated by the following method (set out details):

_____

_____

_____

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

Note: Generally, the rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM
(for a fixed term of **2 years or more**):

71. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

71.1 the rent will be increased to

$ _____ per _____

_____ on ___/___/___ ; and

to $ _____ per _____

_____ on ___/___/___ ; or

71.2 the rent increase can be calculated by the following method (set out details):

_____

_____

_____

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

72. For avoidance of doubt:

72.1 a condition report which accompanies this agreement, forms part of this agreement; and

72.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

73. Clause 72.2 does not apply:

73.1 to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or

73.2 to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

ADDITIONAL TERM — ADDITIONAL TENANTS

74. If an Additional Tenant Annexure is attached to this agreement:

74.1 that document forms part of this agreement; and

74.2 the tenant under this agreement includes each person named in that document as a Tenant.

ADDITIONAL TERM — ADDITIONAL TENANT OBLIGATIONS

75. The tenant agrees:

75.1 to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

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75.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

75.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

76. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

77. **The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

78. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

79. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

80. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

81. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

82. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

83. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

(a) identify and verify the tenant's identity;

(b) process and assess any application received in relation to the lease of the residential premises;

(c) assess the tenant's ability to meet their financial and other obligations under this agreement;

(d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;

(e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;

(f) comply with any applicable law;

(g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;

(h) negotiate the lease for the residential premises;

(i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and

(j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

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The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

ADDITIONAL TERM - ACKNOWLEDGEMENTS

84. The landlord and tenant each acknowledge that:

84.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

84.2 the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement; and

84.3 The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

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SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

(b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

(a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

(i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and

(ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

(a) in an area designated as a smoking area by the landlord, or

(b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.

(b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

(a) The tenant must:

(i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

(ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;

(v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;

(vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;

(vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and

(vii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

(a) The tenant must:

(i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;

(ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);

(iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and

(iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

(i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and

(i) a change to the use of the flat for short-term or holiday letting.

(c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

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RESIDENTIAL TENANCY AGREEMENT

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NOTES.

1. Definitions

In this agreement:

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

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

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

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

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RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD / LANDLORD'S AGENT

DocuSigned by: 5BFAC4E93E154AD...

(Signature of landlord / landlord's agent) — (Date) 8/5/2024

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

DocuSigned by: 5BFAC4E93E154AD...

(Signature of landlord / landlord's agent) — (Date) 8/5/2024

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

Signed by: 2EA448F28081496...

(Signature of tenant) — (Signature of tenant)

(Date) 8/5/2024 — (Date)

(Signature of tenant) — (Signature of tenant)

(Date) — (Date)

TENANT INFORMATION STATEMENT

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

Signed by: 2EA448F28081496...

(Signature of tenant) — (Signature of tenant)

(Date) 8/5/2024 — (Date)

(Signature of tenant) — (Signature of tenant)

(Date) — (Date)

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

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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March 2020

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

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Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bonds Online (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges **if** the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of $1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the Fair Trading website.

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done

or

- ☐ I have an undertaking in writing (before signing the agreement) that they will be done.

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Upfront costs

☐ I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

☐ I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.
- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

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fairtrading.nsw.gov.au **13 32 20**

Language assistance 13 14 50

(ask for an interpreter in your language)

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Intermediary Delivery Events	Status	Timestamp

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Envelope Sent	Hashed/Encrypted	8/5/2024 7:39:45 PM
Certified Delivered	Security Checked	8/5/2024 8:21:48 PM
Signing Complete	Security Checked	8/5/2024 8:22:29 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	8/5/2024 8:22:29 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Jun Seok Choi:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: joseph.choi@remax.com.au

To advise Jun Seok Choi of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joseph.choi@remax.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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ii. send us an email to joseph.choi@remax.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Jun Seok Choi as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Jun Seok Choi during the course of your relationship with Jun Seok Choi.