

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	BC PROPERTY AGENTS Shop 21, 121 Yala Road, Bangor NSW 2234 Email: bruno@bcproperty.com.au	Phone: 1300 553 593 Mobile: 0418 965 756 Ref: Bruno Calfapietra

co-agent

vendor	ANTHONY & SONIA ROSIER PTY LIMITED ACN 601 034 511 34A Edinburgh Crescent, Woollooware NSW 2230	
vendor's solicitor	THE SHIRE CONVEYANCER PO Box 1033, Cronulla NSW 2230 DX 21112 Cronulla NSW Email: abigail@shireconveyancer.com.au	Phone: (02) 9527 7111 Fax: (02) 9527 7122 Ref: ASO:KTW:19/562

date for completion **42 DAYS AFTER THE DATE OF THIS CONTRACT** (clause 15)

land (address, plan details and title reference) **108/3-17 QUEEN STREET, CAMPBELLTOWN NSW 2560**
 Lot 108 in Strata Plan 90960
 Folio Identifier 108/SP90960

improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies
☐ 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	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> 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)

buyer's agent

vendor

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

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

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

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

Dexterity Strata

1/312 Macquarie Street, Liverpool NSW 2170

Tel: 02 9221 1339

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with
reference to a contract for the sale of property at 108/3-17 Queen Street, Campbelltown NSW
2560, from **Anthony & Sonia Rosier Pty Limited ACN 601 034 511**
to _____
in order that there is no cooling off period in
relation to that Contract.
3. I do not act for **Anthony & Sonia Rosier Pty Limited ACN 601 034 511** and am not employed in
the legal practice of a solicitor acting for **Anthony & Sonia Rosier Pty Limited ACN 601 034 511**
nor am I a member or employee of a firm of which a Solicitor acting for **Anthony & Sonia Rosier
Pty Limited ACN 601 034 511** is a member or employee.
4. I have explained
to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

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.

SWIMMING POOLS

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

ADDITIONAL CLAUSES

Additional Clauses included in the Contract for Sale of Land between:

VENDOR: ANTHONY & SONIA ROSIER PTY LIMITED ACN 601 034 511
PURCHASER:

33. HEADINGS/INVALIDITY AND CONSTRUCTION

- 33.1 In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 33.2 Headings are for ease of reference only and do not affect the interpretation of any clause.
- 33.3 In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2018 edition) and the additional special conditions, these condition clauses shall prevail.

34. AMENDMENTS TO STANDARD CONDITIONS

- 33.1 Clause 7.1.1 is replaced from 5% with 1%;
- 33.2 Clause 7.1.3 is replaced from 14 days with 7 days;
- 33.3 Clause 7.2.1 is replaced from 10% with 5%;
- 33.4 Clause 8.1 the words "on reasonable grounds" are deleted;
- 33.5 Clause 16.5 the words "plus another 20% of that fee" are deleted;
- 33.6 Clause 23.13 is deleted if the property is a 2 lot strata or there is no regular periodic strata levies or payments
- 33.7 Clause 16.12 delete

35. REPRESENTATIONS AND WARRANTIES

35.1 No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2017, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.

35.2 Entire Agreement

To the extent permitted by law, in relation to the subject matter of this Contract:

35.2.1 This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and

35.2.2 Supersedes any prior written or other agreement between the parties.

35.3 No Representation

Without limiting the generality of clause 32.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

35.3.1 Has made its own inquiries in relation to the property;

35.3.2 Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;

35.3.3 Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and

35.3.4 Is fully satisfied as to the need for the existence or validity of any development or other approval.

36. CONDITION

The Purchaser purchases the property in its present condition and state of repair and shall not make any requisitions, objection or claim against the Vendor in respect of such matters.

37. DEATH, INCAPACITY AND BANKRUPTCY

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

37.1 being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or

37.2 Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

38. INTEREST

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

39. NOTICE TO COMPLETE

Completion of this matter shall take place on or before 3:30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice.

A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue the Notice to Complete then the Vendor shall be entitled to recover a fee of \$440.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

40. AGENT

The Purchaser warrants:

- 40.1 they were not introduced to the vendor or the property by an agent other than the agent noted on the front page of the contract; and
- 40.2 no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

If the purchaser is in breach of the warranty set out in this Clause, the purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

This clause will not merge on completion.

41. DEPOSIT

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for:

- 41.1 Payment as directed to complete settlement on the vendors sale or purchase;
- 41.2 Towards the deposit on the vendors purchase of property;
- 41.3 For stamp duty on the Vendor's purchase;
- 41.4 Towards a deposit into a retirement institution.

The Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies.

If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

42. TRANSFER

The Purchaser acknowledges that a sufficient statement of the Vendor's title shall be deemed to be included in the description of the property herein and that such statement shall have been deemed to have given at the date of making of this Contract. If the Transfer or Conveyance is submitted by the Purchaser or their Solicitor/Conveyancer within 14 days prior to completion the Purchaser shall pay to the Vendor on settlement the amount of \$110.00 (GST inclusive).

43. SETTLEMENT

If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including but not limited to agency fees and re-certification fees incurred by the Vendor's Conveyancer or his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be \$220.00 (GST Inclusive).

Where the Vendor's Conveyancer hold the Certificate of Title or there is no bank included and the Purchaser requested or requires settlement to occur in a venue other than the Vendor's Conveyancers office, then the Purchaser shall allow to the Vendor the reasonable agency fee which the Vendor will incur in meeting the Purchaser's convenience. Nothing herein shall be construed as compelling the Vendor to meet the Purchaser's convenience. We estimate this fee to be approximately \$120.00 (GST Inclusive).

44. EXTENSION OF COOL OFF

44.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$100.00 plus GST directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event.

44.2 This sum shall fall due and payable regardless of:

44.2.1 Whether or not the extension of the cool-off period is granted

44.2.2 Whether or not the purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course

45. REQUISITIONS

The purchaser agrees that any general Requisition on Title pursuant to clause 5.1 served on the Vendor will be in the form as attached hereto. Notwithstanding clause 5.1 the Requisitions on Title are not deemed to have been raised by the inclusion of this further provision.

46. CHRISTMAS PERIOD

Despite any other clause in this contract, the vendor will not be required to complete the Contract during the period commencing on Friday 20th December 2019 and ending Monday 13th January 2020 ("the holiday period")

46.1 A notice to complete issued less than 14 days before the commencement of the Holiday Period cannot stipulate a date for completion within the holiday period.

46.2 Neither party may issue a Notice to Complete during the Holiday Period

46.3 If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable under by the purchaser under clause 37 will be calculated from the Completion Date to the date of actual completion after the end of the Holiday Period and shall include the Holiday Period notwithstanding that the Purchaser is ready, able and willing to settle within the Holiday Period.

47. GUARANTEE & INDEMNITY

If the purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

.....

and

.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor. In the event that no signature appears below this special condition and/ or no names are inserted at the commencement of this special condition, the Guarantor/s shall be that person or those people who sign this Contract on behalf of the Purchaser.

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....
Signature of witness:

.....
Signature of Guarantor

.....
Name of witness (please print)

.....
Name of Guarantor (please print)

Signed, sealed and delivered by the **Guarantor** in the presence of:

.....
Signature of witness:

.....
Signature of Guarantor

.....
Name of witness (please print)

.....



FOLIO: 108/SP90960

SEARCH DATE	TIME	EDITION NO	DATE
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18/11/2019	4:52 PM	2	4/11/2015

LAND

LOT 108 IN STRATA PLAN 90960
AT CAMPBELLTOWN
LOCAL GOVERNMENT AREA CAMPBELLTOWN

FIRST SCHEDULE

ANTHONY & SONIA ROSIER PTY LIMITED (T AJ959341)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90880
2 AJ959342 MORTGAGE TO PERPETUAL LIMITED

NOTATIONS

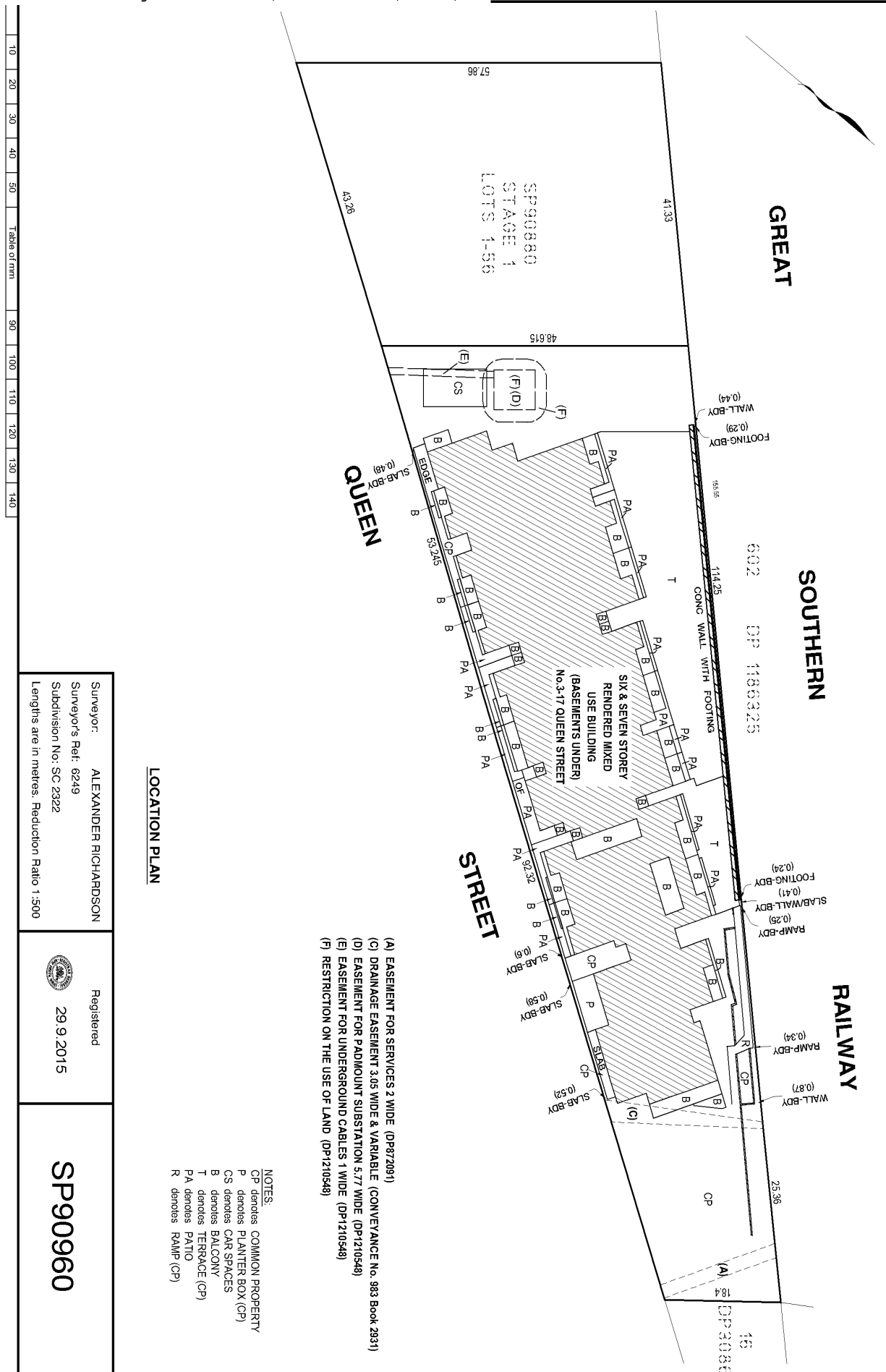
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN FORM 2

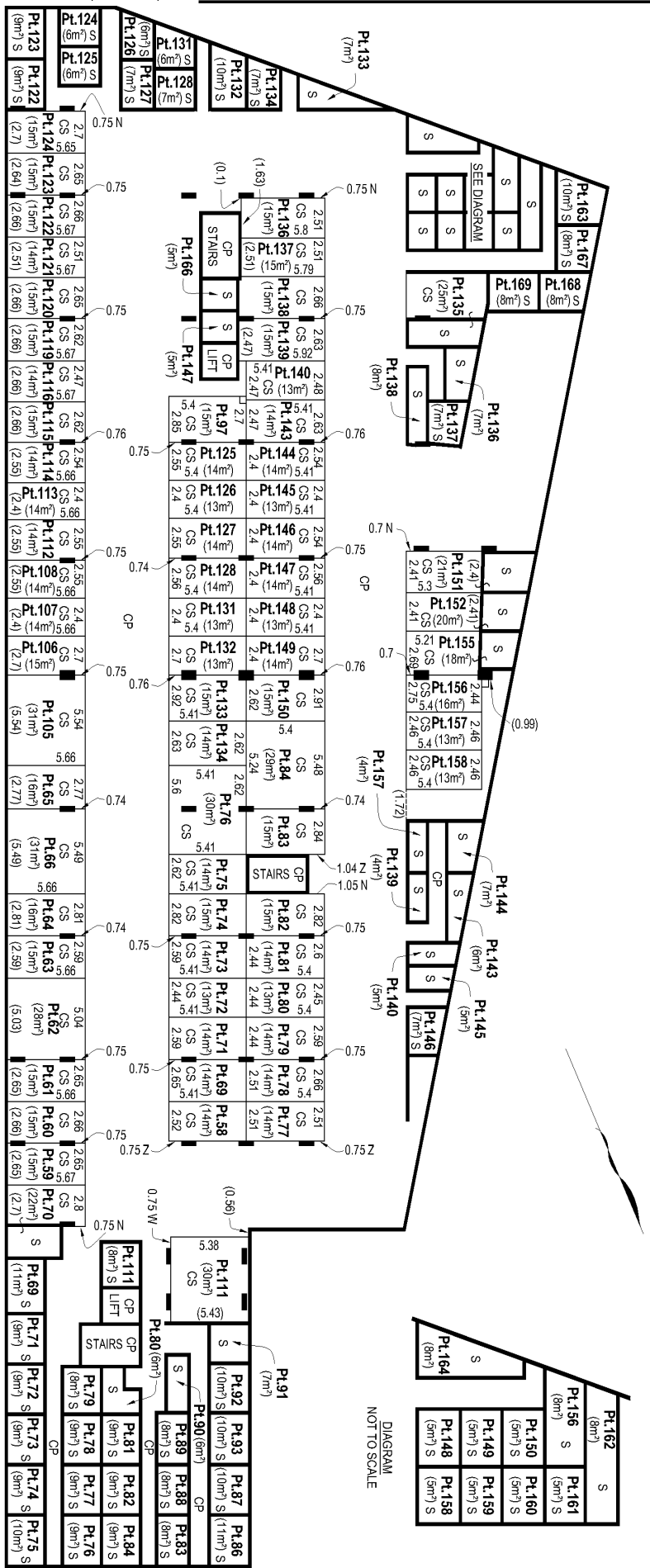
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 1 of 10 Sheets



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet No. 2 of 10 Sheets



1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

NOTES:-

 denotes RIGHT ANGLE

 denotes CENTRELINE OF COLUMN

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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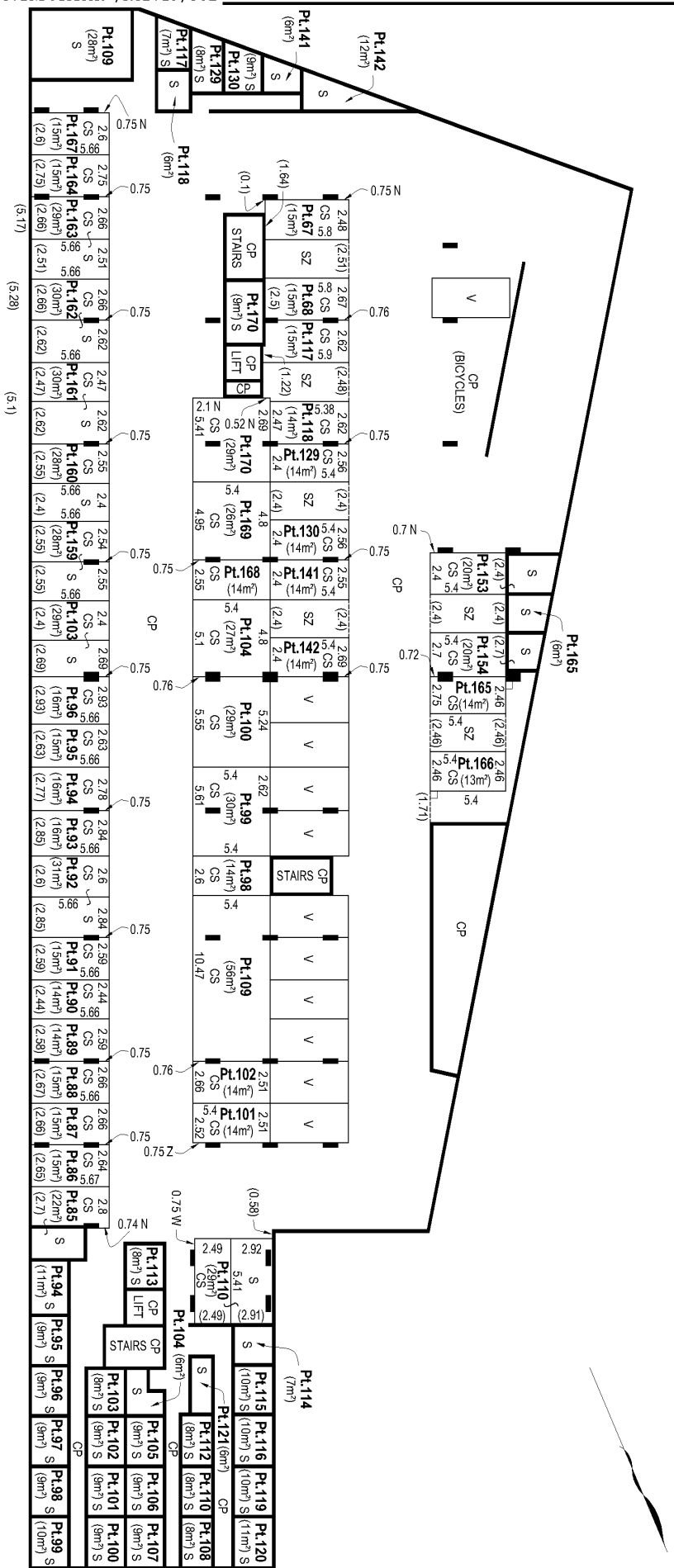
Surveyor: ALEXANDER RICHARDSON
Surveyor's Ref: 6249
Subdivision No: SC 2322
Lengths are in metres. Reduction Ratio 1:250

Registered
29.9.2015

SP90960

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet No. 3 of 10 Sheets



NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

UPPER BASEMENT

CP	denotes COMMON PROPERTY
CS	denotes CAR SPACE
SZ	denotes SHARED ZONE (CP)
V	denotes VISITOR PARKING (CP)
S	denotes STORAGE
N	denotes PROLONGATION OF NORTHERN FACE OF WALL/COLUMN
Z	denotes PROLONGATION OF SOUTHERN FACE OF WALL/COLUMN
W	denotes PROLONGATION OF WESTERN FACE OF WALL/COLUMN



Surveyor: ALEXANDER RICHARDSON
Surveyor's Ref: 6249
Subdivision No: SC 2322
Lengths are in metres. Reduction Ratio 1:250

Registered
29.9.2015

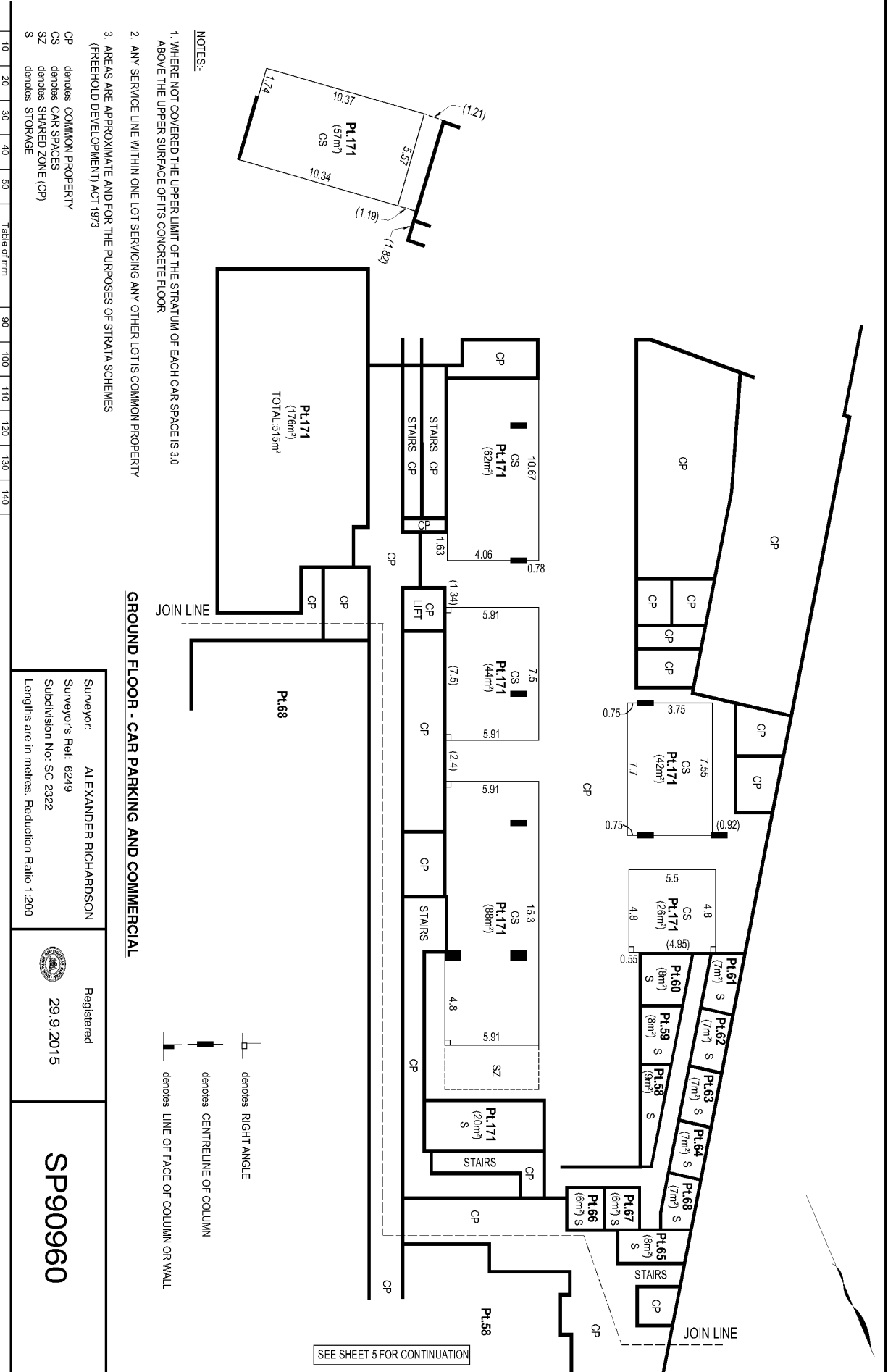
SP90960

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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

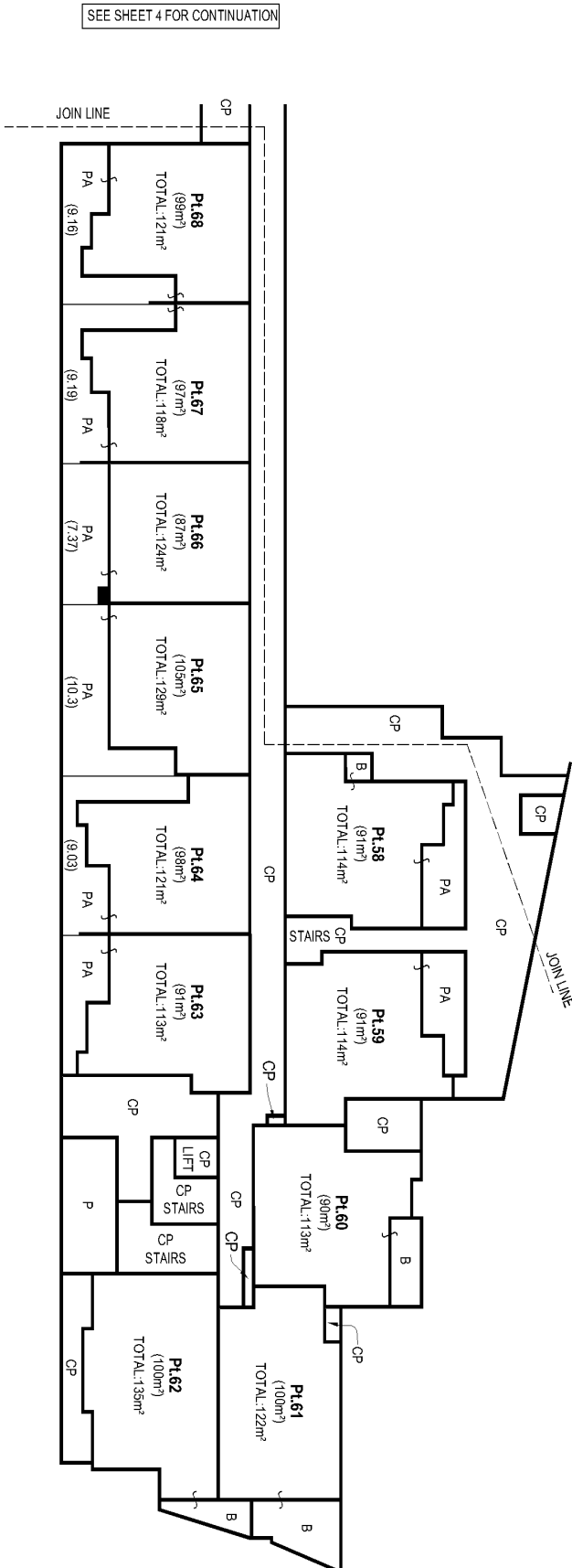
ePlan Sheet No. 4 of 10 Sheets



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 5 of 10 Sheets



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO AND BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

GROUND FLOOR - RESIDENTIAL

- CP denotes COMMON PROPERTY
 P denotes PLANTER (CP)
 PA denotes PATIO

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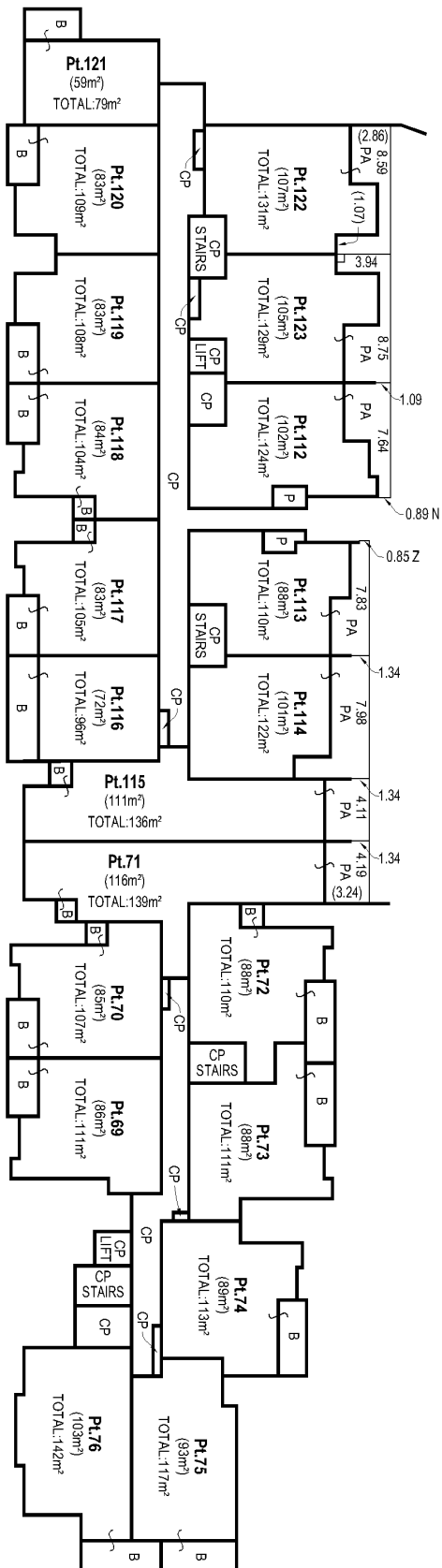
Table of mm

Surveyor: ALEXANDER RICHARDSON	Registered	SP90960
Surveyor's Ref: 6249		
Subdivision No: SC 2322		
Lengths are in metres. Reduction Ratio 1:250		

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 6 of 10 Sheets



NOTES:

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH PATIO OR BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

LEVEL 1

- CP denotes COMMON PROPERTY
P denotes PLANTER (CP)
B denotes BALCONY
PA denotes PATIO
N denotes PROLONGATION OF NORTHERN FACE OF WALL/COLUMN
Z denotes PROLONGATION OF SOUTHERN FACE OF WALL/COLUMN

denotes RIGHT ANGLE

denotes CENTRELINE OF VISIBLE WALL

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Surveyor: ALEXANDER RICHARDSON
Surveyor's Ref: 6249
Subdivision No: SC 2322
Lengths are in metres. Reduction Ratio 1:300



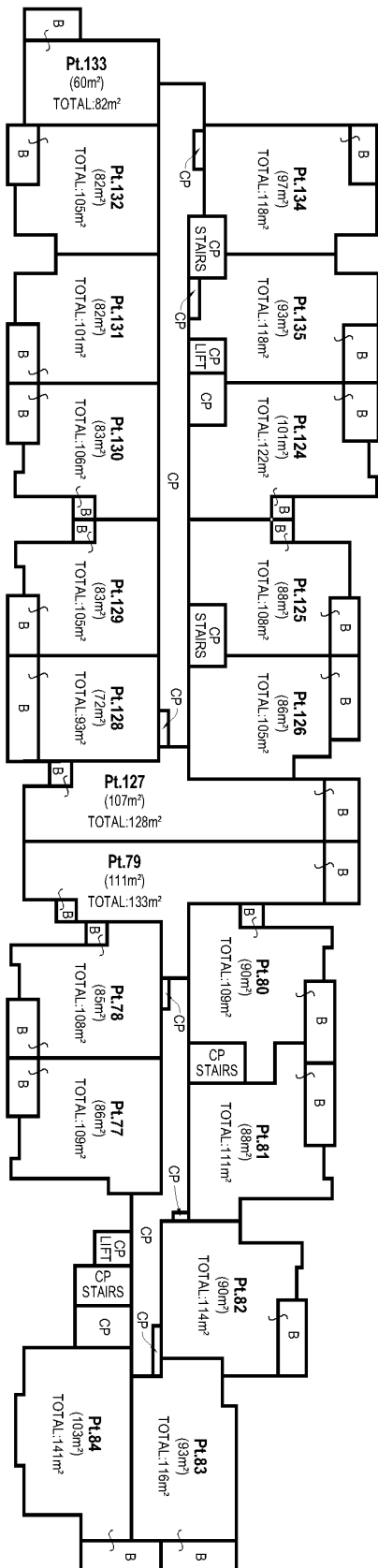
Registered
29.9.2015

SP90960

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 7 of 10 Sheets



LEVEL 2

NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- CP denotes COMMON PROPERTY
 B denotes BALCONY

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Table of mm

Surveyor: ALEXANDER RICHARDSON
 Surveyor's Ref: 6249
 Subdivision No: SC 2322
 Lengths are in metres. Reduction Ratio 1:300



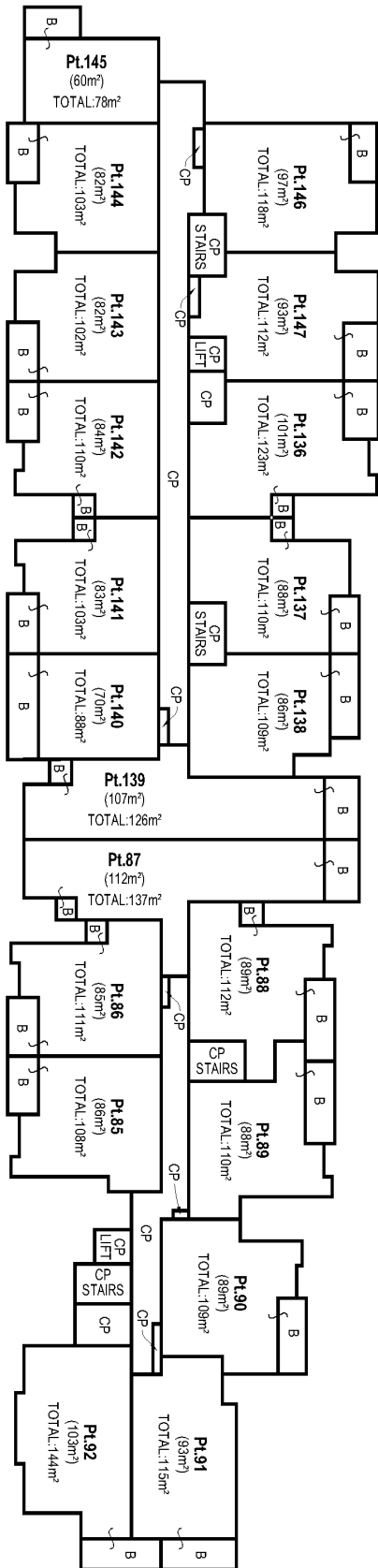
Registered
 29.9.2015

SP90960

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 8 of 10 Sheets



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- CP denotes COMMON PROPERTY
B denotes BALCONY

LEVEL 3

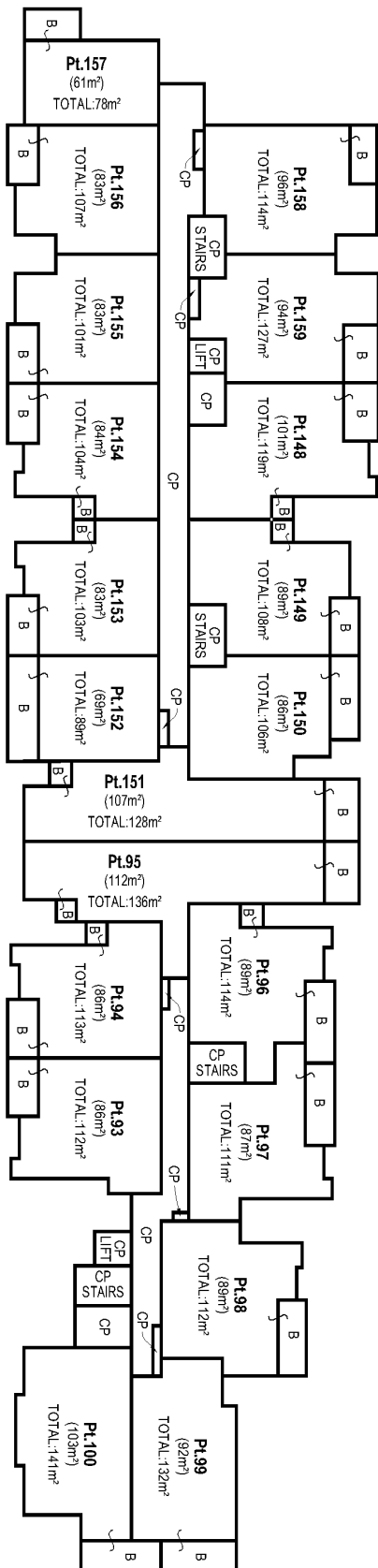
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Table of mm													

Surveyor: ALEXANDER RICHARDSON	Registered	SP90960
Surveyor's Ref: 6249		
Subdivision No: SC 2322		
Lengths are in metres. Reduction Ratio 1:300		

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 9 of 10 Sheets



LEVEL 4

NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- CP denotes COMMON PROPERTY
 B denotes BALCONY

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Table of mm

Surveyor: ALEXANDER RICHARDSON Surveyor's Ref: 6249 Subdivision No: SC 2322 Lengths are in metres. Reduction Ratio 1:300	Registered 29.9.2015	SP90960
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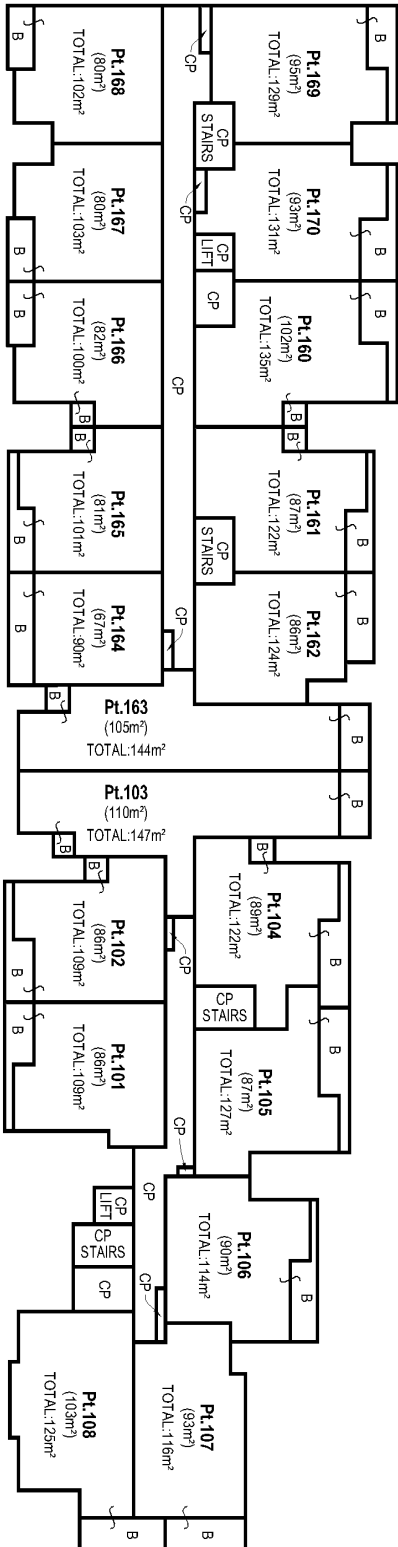
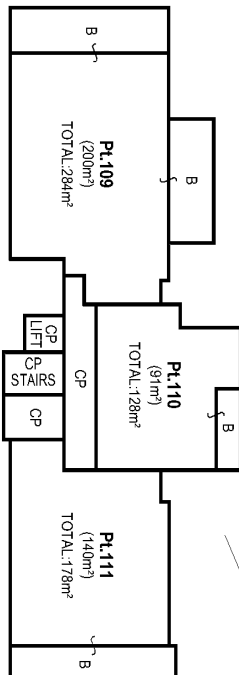
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 10 of 10 Sheets

NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- CP denotes COMMON PROPERTY
 B denotes BALCONY



10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

Surveyor: ALEXANDER RICHARDSON
 Surveyor's Ref: 6249
 Subdivision No: SC 2322
 Lengths are in metres. Reduction Ratio 1:300



Registered
 29.9.2015

SP90960

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered: 29.9.2015 Purpose: STRATA SUBDIVISION	SP90960	
PLAN OF SUBDIVISION OF LOT 57 IN SP 90880	LGA: CAMPBELLTOWN Locality: CAMPBELLTOWN Parish: S ^T PETER County: CUMBERLAND	
Strata Certificate (Approved Form 5) (1) The Council of *The Accredited Certifier <u>GORDON WREN</u> Accreditation No. <u>BPB 0447</u> has made the required inspections and is satisfied that the requirements of; * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, * (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 34 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. * (2) 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. * (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. * (4) The building encroaches on a public place and; * (a) The Council does not object to the encroachment of the building beyond the alignment of * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. * (5) This approval is given on the condition that lot(s) [^] are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date <u>17th SEPT 2015</u> Subdivision No. <u>SC 2322</u> Relevant Development Consent No. <u>CDC 829</u> issued by <u>GORDON WREN</u> * Strike through if inapplicable. [^] Insert lot numbers of proposed utility lots.	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 90960 3- 17 QUEEN STREET CAMPBELLTOWN NSW 2560 The adopted by-laws for the scheme are: * Mixed Use Model By-laws. * together with, Keeping of animals: Option *A/*B/*C * By-laws in _____ sheets filed with plan. * strike out whichever is inapplicable [^] Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)	
* Strike through if inapplicable. [^] Insert lot numbers of proposed utility lots.	Surveyor's Certificate (Approved Form 3) I, Alexander Richardson Of: SDG Land Development Solutions Pty. Ltd. PO Box 2572 Northmead NSW 1750 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of 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), and an appropriate easement has been created by [^] to permit the encroachment to remain. * (3) The survey information recorded in the accompanying location plan is accurate. Signature: Date: 7 September 2015 * Strike through if inapplicable. [^] Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement	
Use STRATA PLAN FORM 3A for certificates, signatures and seals	SURVEYOR'S REFERENCE: 6249	

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 57 IN SP 90880

Office Use Only

SP90960

Office Use Only

Registered:



29.9.2015

Strata Certificate Details: Subdivision No: SC 2322

Date: 17th Sept 2015

SCHEDULE OF UNIT ENTITLEMENT

Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement
58	552	73	559	88	574	103	633
59	552	74	559	89	574	104	604
60	552	75	567	90	574	105	597
61	559	76	641	91	589	106	589
62	634	77	574	92	656	107	597
63	559	78	567	93	589	108	671
64	552	79	597	94	582	109	895
65	552	80	567	95	611	110	671
66	477	81	567	96	582	111	746
67	552	82	567	97	589	112	582
68	552	83	574	98	582	113	559
69	567	84	649	99	589	114	552
70	559	85	582	100	663	115	589
71	589	86	574	101	596	116	477
72	559	87	604	102	589	117	559

SURVEYOR'S REFERENCE: 6249

STRATA PLAN FORM 3 (PART 2)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 57 IN SP 90880

Office Use Only

SP90960

Office Use Only

Registered:



29.9.2015

Strata Certificate Details: Subdivision No: SC2322

Date: 17th SEPT 2015

SCHEDULE OF UNIT ENTITLEMENT

Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement
118	559	133	477	148	604	163	633
119	559	134	597	149	574	164	477
120	559	135	589	150	574	165	589
121	477	136	597	151	589	166	589
122	589	137	567	152	477	167	589
123	582	138	567	153	582	168	589
124	589	139	611	154	582	169	633
125	559	140	477	155	582	170	626
126	559	141	574	156	582	171	1290
127	597	142	574	157	477	Total	66 906
128	477	143	574	158	618		
129	567	144	574	159	618		
130	567	145	477	160	626		
131	567	146	604	161	597		
132	567	147	597	162	604		

SURVEYOR'S REFERENCE: 6249

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

PLAN OF SUBDIVISION OF
LOT 57 IN SP 90880

Office Use Only

SP90960

Office Use Only

Registered:



29.9.2015

Strata Certificate Details: Subdivision No:

SC 2322

Date:

17th SEPT 2015

Proprietor

EXECUTED by
Queen 88 Pty. Ltd
ACN 167 332 318
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)

.....
Andrew Hrsto
Director/Secretary

.....
Hameed Bechara
Director

Mortgagee

Land and Property Information

NEW SOUTH WALES

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

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

Signature of witness:

Name of witness: Alex Pichler

Address of witness: 50 Chambers
St, Sydney

Signature of attorney:

Attorney's name: VIVIAN LEE

Attorney's position: RELATIONS EXECUTIVE

Signing on behalf of: COMMONWEALTH

BANK OF AUSTRALIA
ABN 48 123 123 124

Power of attorney

-Book: No:

SURVEYOR'S REFERENCE: 6249



FOLIO: CP/SP90880

SEARCH DATE	TIME	EDITION NO	DATE
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18/11/2019	4:52 PM	5	28/11/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90880
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CAMPBELLTOWN
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF ST PETER COUNTY OF CUMBERLAND
TITLE DIAGRAM SP90880

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90880
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- DEXTERITY STRATA
GPO BOX 7093
SYDNEY NSW 2001

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 BK 2931 NO 983 DRAINAGE EASEMENT 3.05 METRE(S) WIDE & VARIABLE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 3 DP872091 EASEMENT FOR SERVICES 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1210548 EASEMENT FOR PADMOUNT SUBSTATION 5.77 METRE(S) WIDE
(A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE
TITLE DIAGRAM
- 5 DP1210548 RESTRICTION(S) ON THE USE OF LAND (B)
- 6 DP1210548 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE (C)
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION
8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973
INCORPORATES DEVELOPMENT LOT 57
SP90960 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
- 8 AN883385 CONSOLIDATION OF REGISTERED BY-LAWS
- 9 AN883385 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP90880

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 90880

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1566	2	- 544	3	- 544	4	- 544
5	- 544	6	- 552	7	- 559	8	- 559
9	- 559	10	- 559	11	- 552	12	- 567
13	- 567	14	- 574	15	- 574	16	- 559
17	- 567	18	- 567	19	- 567	20	- 576
21	- 559	22	- 574	23	- 574	24	- 582
25	- 582	26	- 567	27	- 567	28	- 567
29	- 567	30	- 576	31	- 559	32	- 574
33	- 574	34	- 582	35	- 582	36	- 574
37	- 574	38	- 574	39	- 574	40	- 574
41	- 567	42	- 597	43	- 582	44	- 589
45	- 589	46	- 596	47	- 596	48	- 596
49	- 596	50	- 589	51	- 589	52	- 611
53	- 604	54	- 611	55	- 604	56	- 522
57	- SP90960						

STRATA PLAN 90960

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
58	- 552	59	- 552	60	- 552	61	- 559
62	- 634	63	- 559	64	- 552	65	- 552
66	- 477	67	- 552	68	- 552	69	- 567
70	- 559	71	- 589	72	- 559	73	- 559
74	- 559	75	- 567	76	- 641	77	- 574
78	- 567	79	- 597	80	- 567	81	- 567
82	- 567	83	- 574	84	- 649	85	- 582
86	- 574	87	- 604	88	- 574	89	- 574
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94	- 582	95	- 611	96	- 582	97	- 589
98	- 582	99	- 589	100	- 663	101	- 596
102	- 589	103	- 633	104	- 604	105	- 597
106	- 589	107	- 597	108	- 671	109	- 895
110	- 671	111	- 746	112	- 582	113	- 559
114	- 552	115	- 589	116	- 477	117	- 559
118	- 559	119	- 559	120	- 559	121	- 477
122	- 589	123	- 582	124	- 589	125	- 559
126	- 559	127	- 597	128	- 477	129	- 567
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138	- 567	139	- 611	140	- 477	141	- 574
142	- 574	143	- 574	144	- 574	145	- 477
146	- 604	147	- 597	148	- 604	149	- 574
150	- 574	151	- 589	152	- 477	153	- 582

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP90880

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 90960

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
154	- 582	155	- 582	156	- 582	157	- 477
158	- 618	159	- 618	160	- 626	161	- 597
162	- 604	163	- 633	164	- 477	165	- 589
166	- 589	167	- 589	168	- 589	169	- 633
170	- 626	171	- 1290				

NOTATIONS

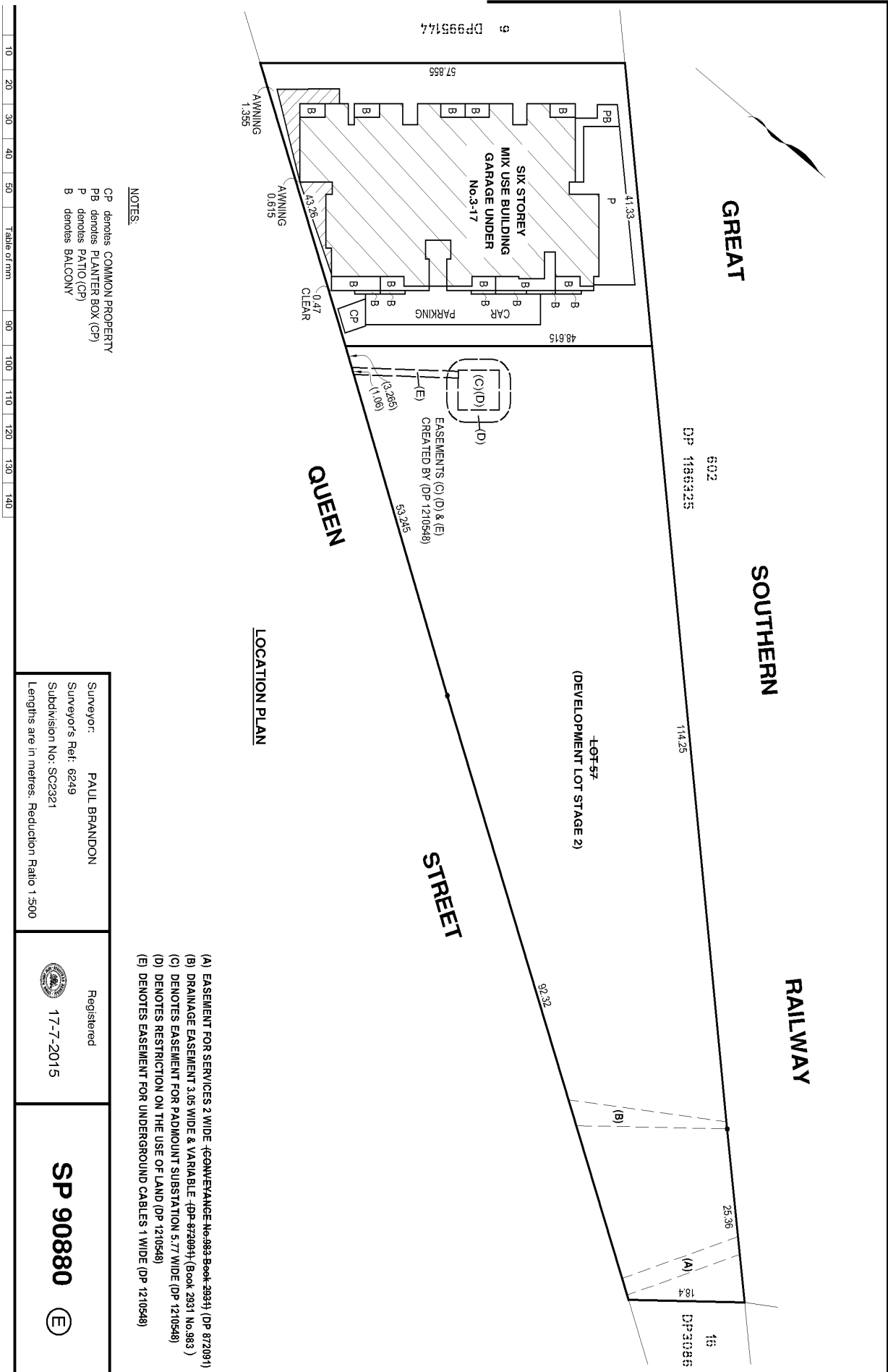
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

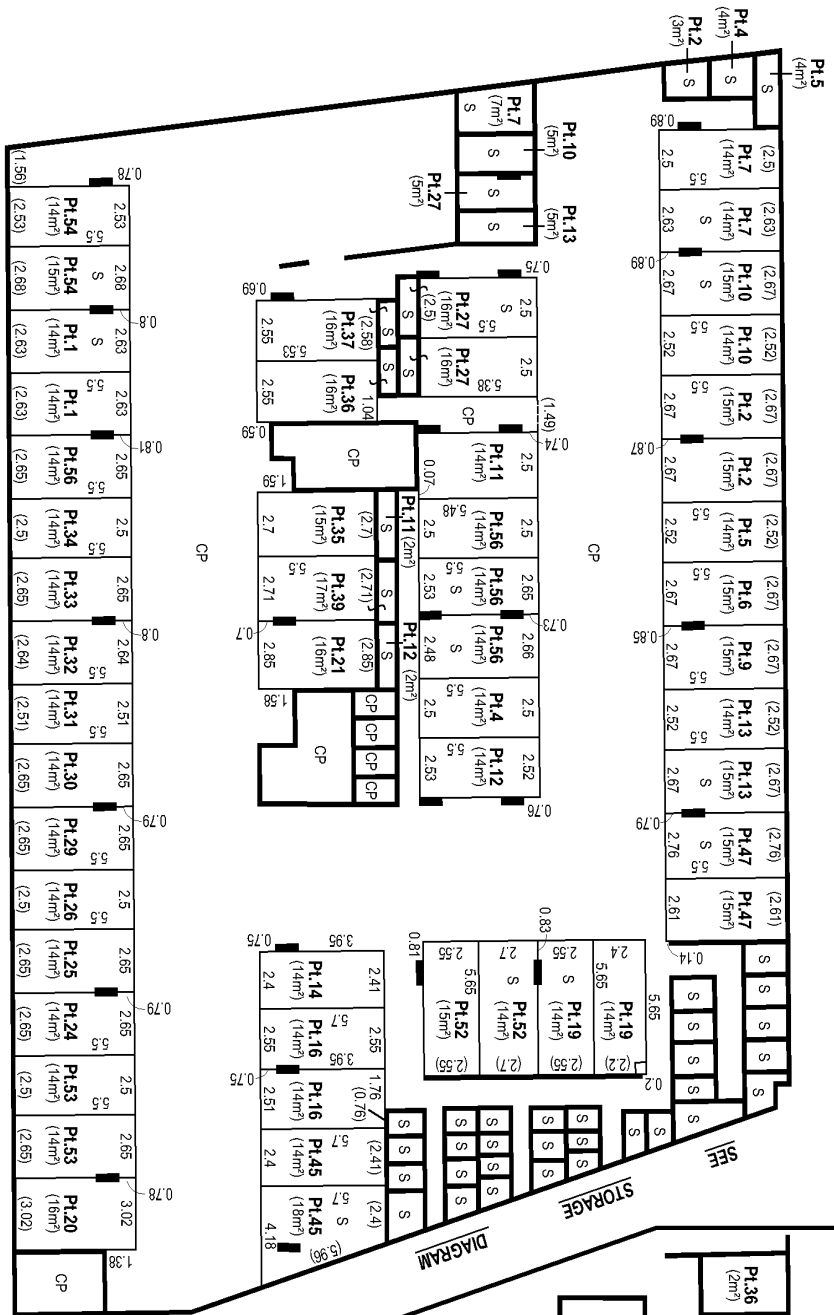
ePlan Sheet No. 1 of 10 Sheets



STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

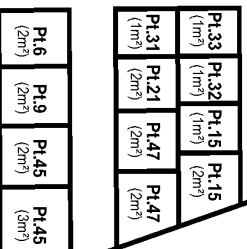
SP Plan Sheet No. 2 of 10 Sheets



NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
 2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
- CP denotes COMMON PROPERTY
 S denotes STORAGE

LOWER BASEMENT



STORAGE DIAGRAM
 NOT TO SCALE

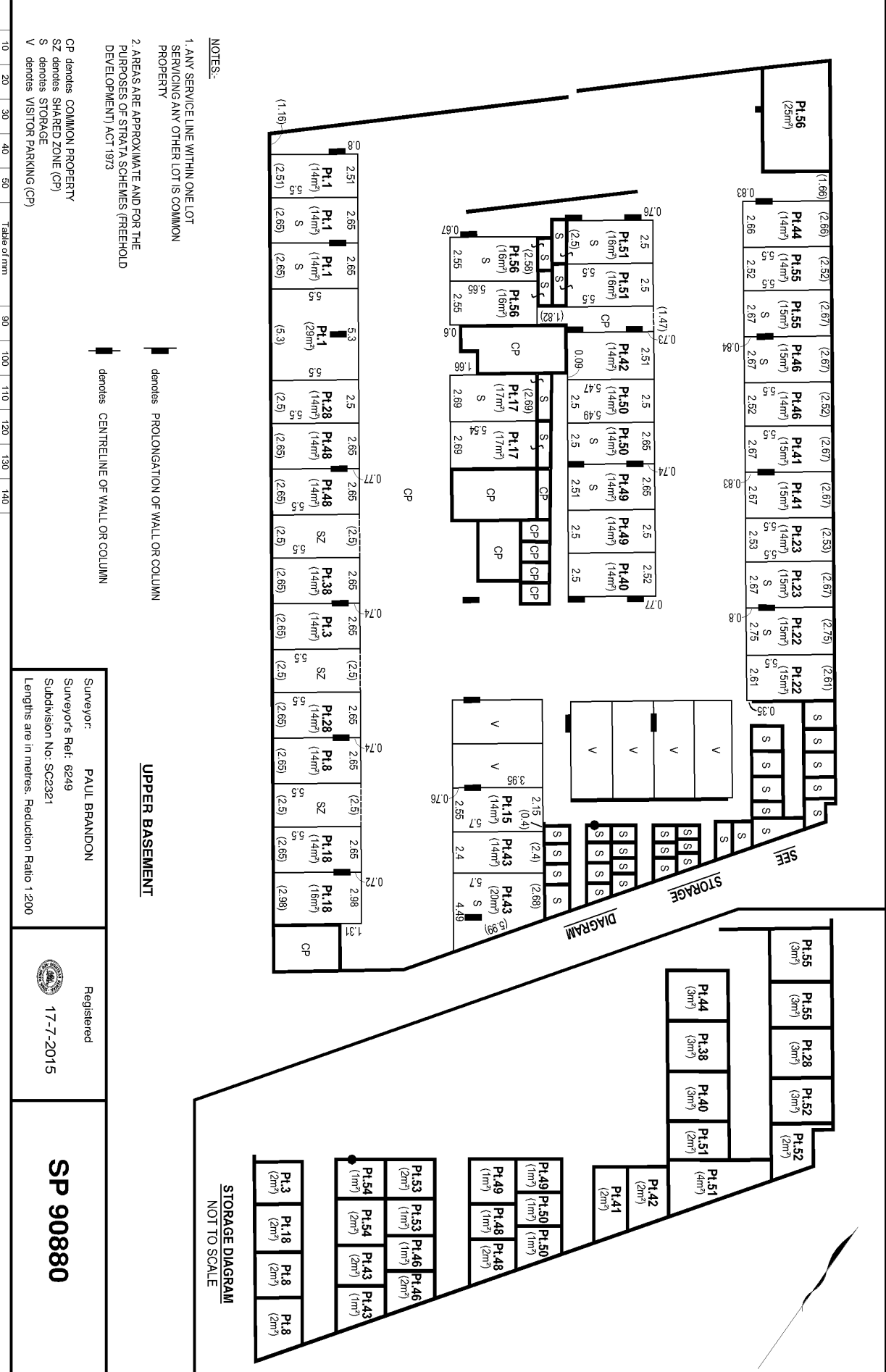
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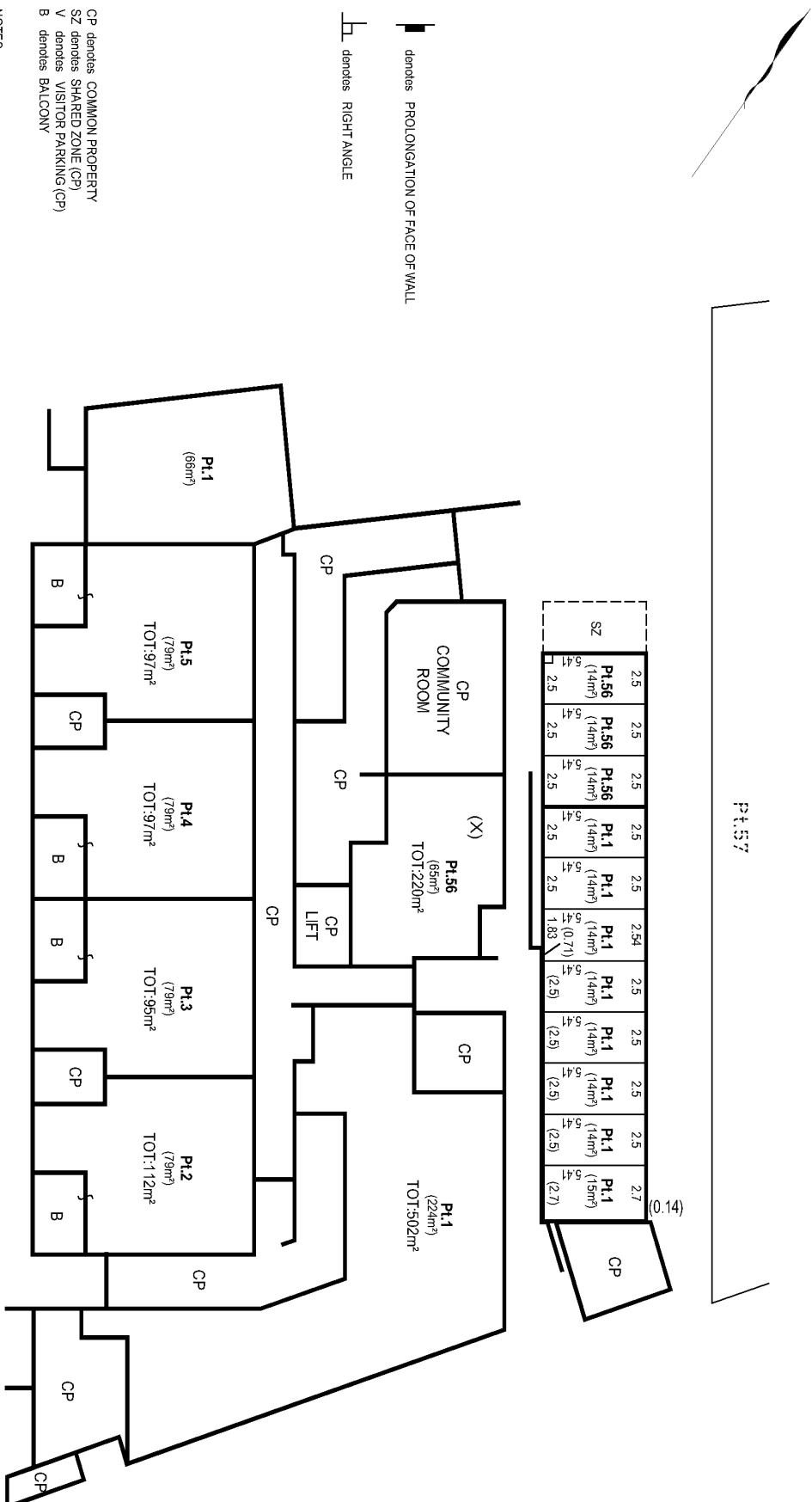
Surveyor: PAUL BRANDON Surveyor's Ref: 6249 Subdivision No: SC2321 Lengths are in metres. Reduction Ratio 1:200	Registered 17-7-2015	SP 90880
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

gPlan Sheet No. 3 of 10 Sheets





1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

GROUND FLOOR SOUTH

Surveyor: PAUL BRANDON
Surveyor's Ref: 6249
Subdivision No: SC2321
Lengths are in metres. Reduction Ratio 1:200

Registered

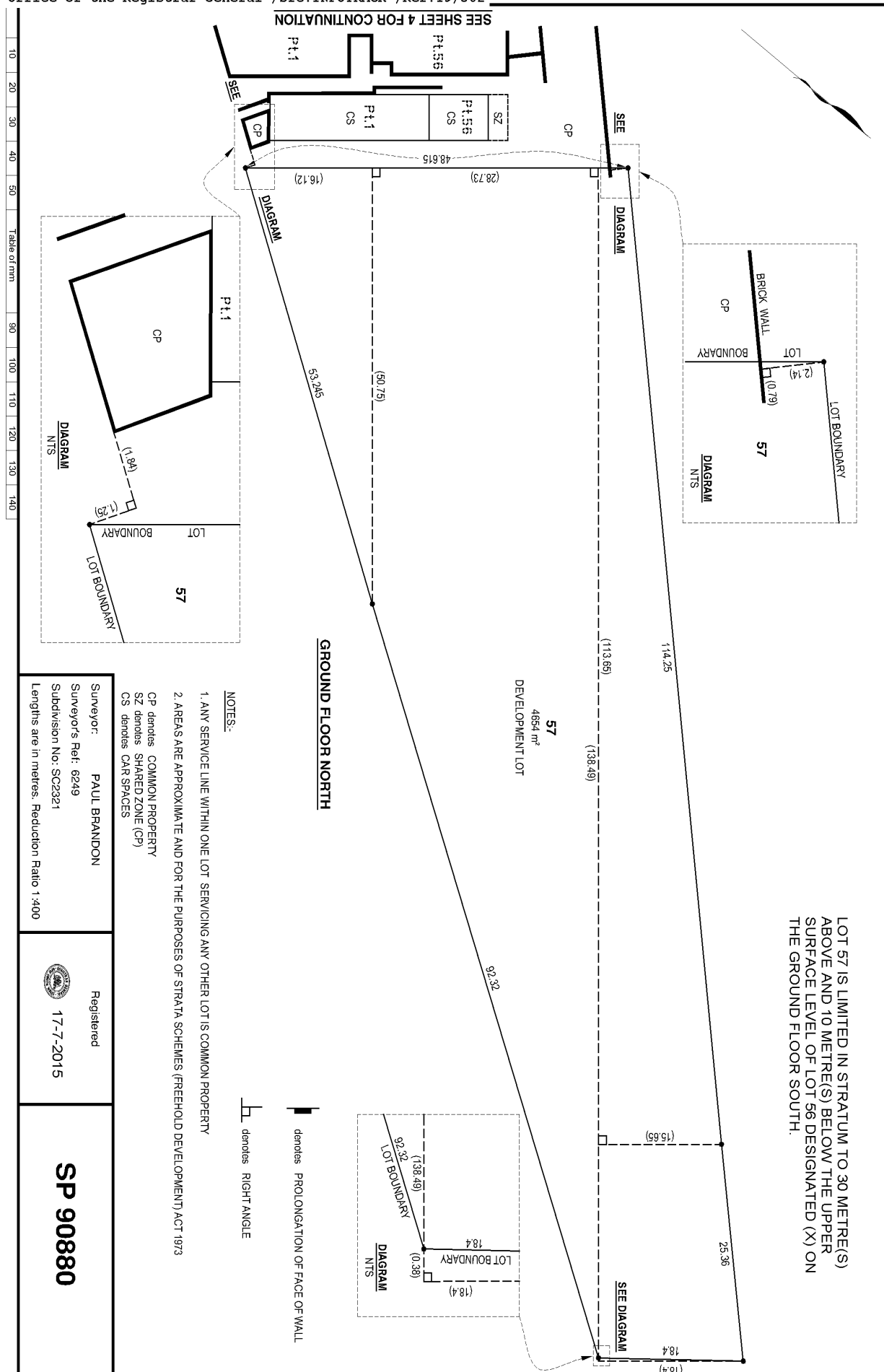
17-7-2015

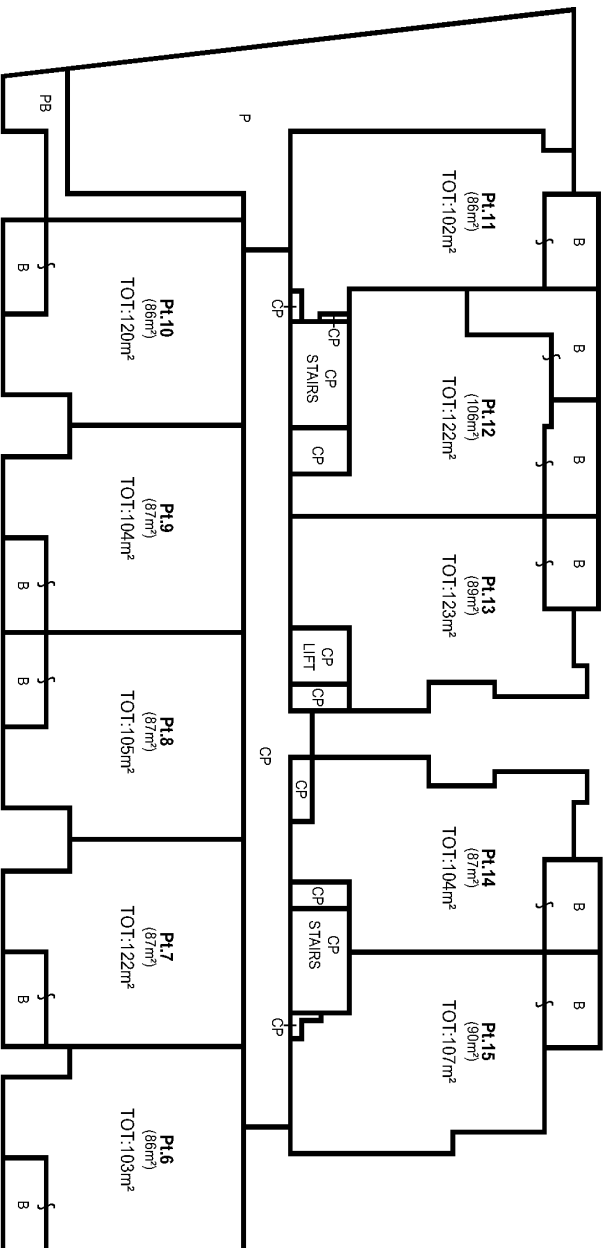
SP 90880

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet No. 5 of 10 Sheets





LEVEL 1

CP denotes COMMON PROPERTY
PB denotes PLANTER BOX (CP)
B denotes BALCONY
P denotes PATIO (CP)

NOTES:-

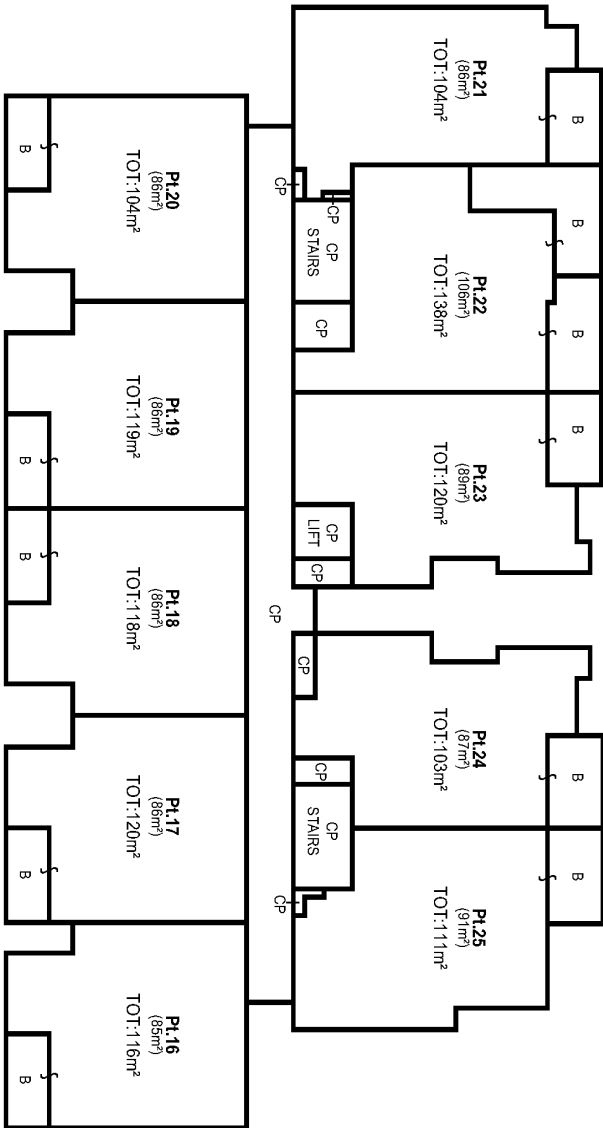
1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR

10	20	30	40	50	Table of mm	90	100	110	120	130	140
Surveyor: PAUL BRANDON						Registered		SP 90880			
Surveyor's Ref: 6249						Subdivision No: SC2321		Lengths are in metres. Reduction Ratio 1:200			

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 7 of 10 Sheets



LEVEL 2

CP denotes COMMON PROPERTY
B denotes BALCONY

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

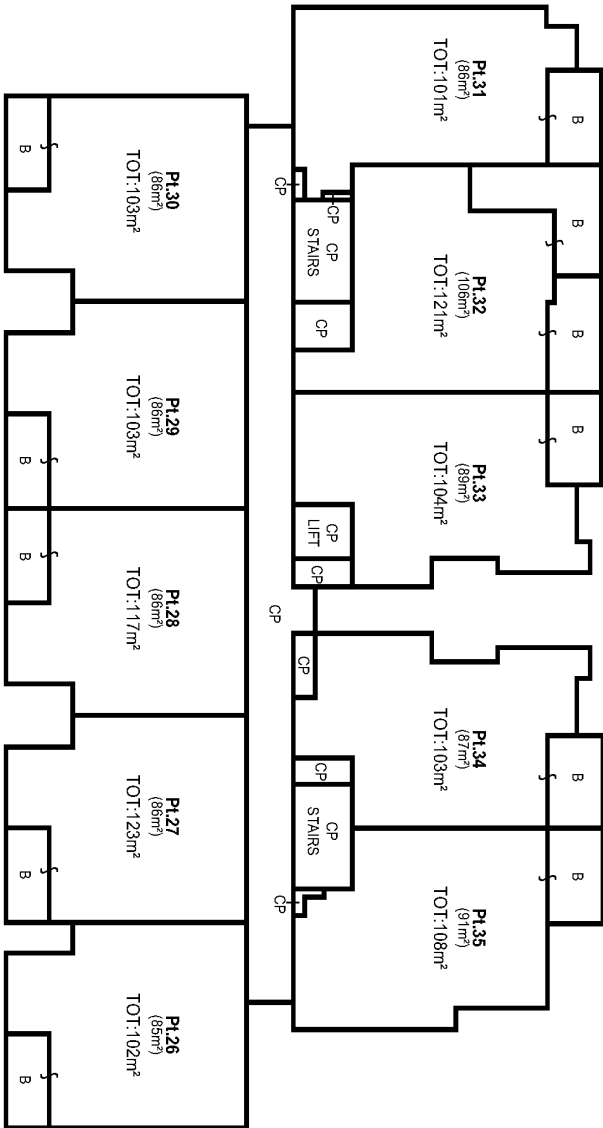
10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: PAUL BRANDON Surveyor's Ref: 6249 Subdivision No: SC2321 Lengths are in metres. Reduction Ratio 1:200	Registered 17-7-2015	SP 90880
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 8 of 10 Sheets



LEVEL 3

CP denotes COMMON PROPERTY
B denotes BALCONY

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

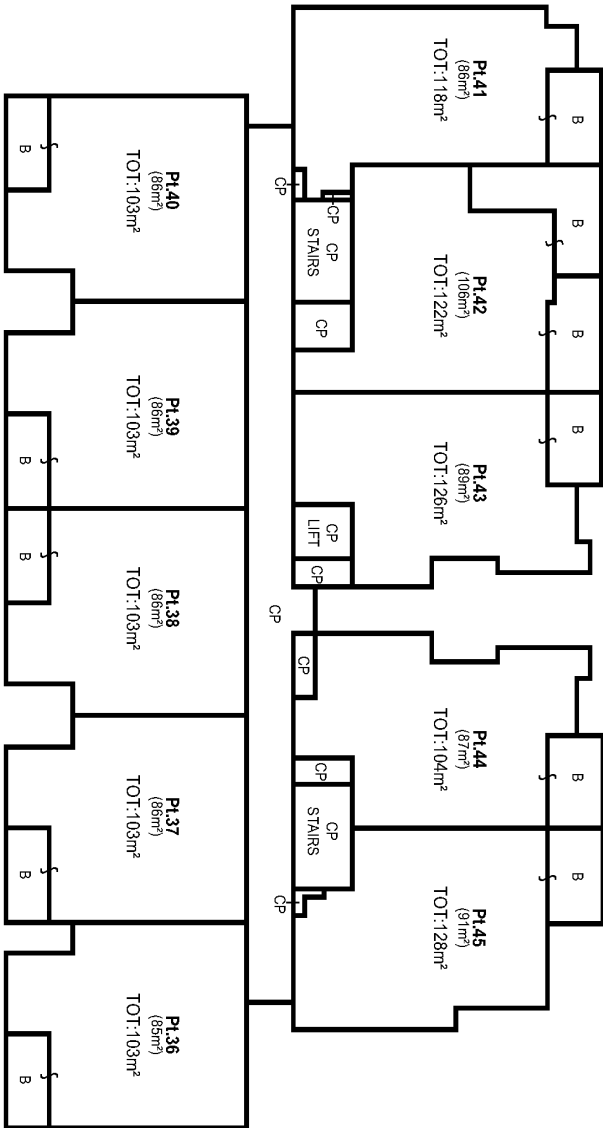
10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: PAUL BRANDON Surveyor's Ref: 6249 Subdivision No: SC2321 Lengths are in metres. Reduction Ratio 1:200	Registered 17-7-2015	SP 90880
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 9 of 10 Sheets



LEVEL 4

CP denotes COMMON PROPERTY
B denotes BALCONY

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

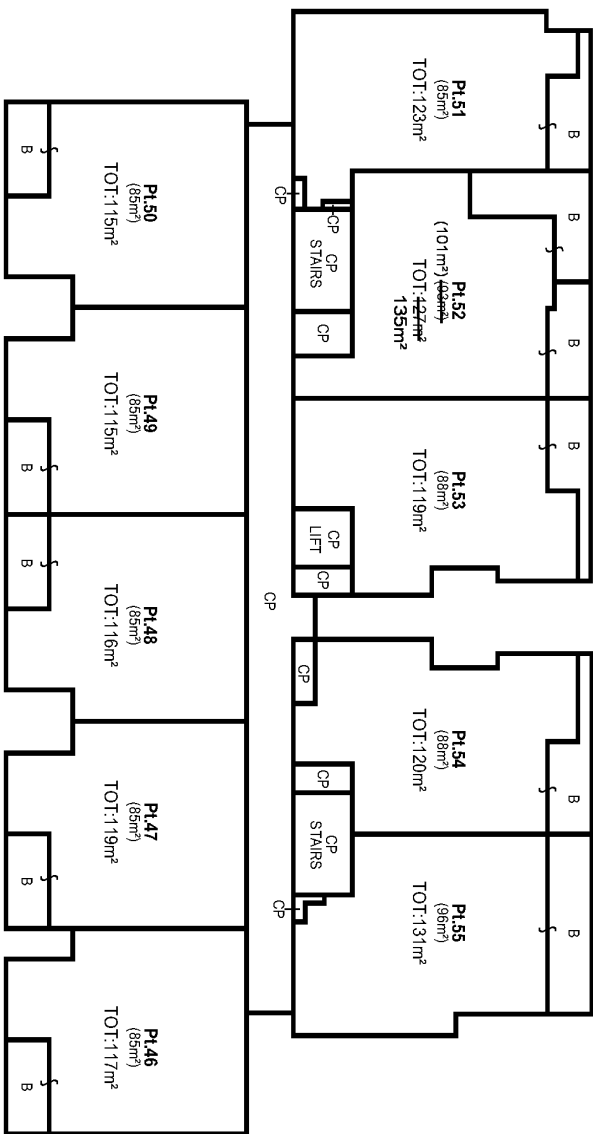
10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: PAUL BRANDON Surveyor's Ref: 6249 Subdivision No: SC2321 Lengths are in metres. Reduction Ratio 1:200	Registered 17-7-2015	SP 90880
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 10 of 10 Sheets



LEVEL 5

CP denotes COMMON PROPERTY
B denotes BALCONY

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973
3. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
4. THE STRUCTURE OF ALL FENCING AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY

10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

Surveyor: PAUL BRANDON Surveyor's Ref: 6249 Subdivision No: SC2321 Lengths are in metres. Reduction Ratio 1:200	Registered 17-7-2015	SP 90880
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered: 17-7-2015 Purpose: STRATA PLAN</p>	<div style="font-size: 2em; font-weight: bold;">SP90880</div>	
PLAN OF SUBDIVISION OF LOT 1 DP 1199824	LGA: CAMPBELLTOWN Locality: CAMPBELLTOWN Parish: S ^T PETER County: CUMBERLAND	
Strata Certificate (Approved Form 5) (1) The Council of The Accredited Certifier <u>GORDON WREN</u> Accreditation No. <u>BPB 0447</u> has made the required inspections and is satisfied that the requirements of: * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, * (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 34 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. * (2) 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. * (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. * (4) The building encroaches on a public place and: * (a) The Council does not object to the encroachment of the building beyond the alignment of * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. * (5) This approval is given on the condition that lot(s) ^A are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date <u>29th JUNE 2015</u> Subdivision No. <u>SC 2321</u> Relevant Development Consent No. <u>CDC 829</u> issued by <u>GORDON WREN</u> <div style="text-align: center;"></div> _____ Authorised Person, General Manager/Accredited Certifier * Strike through if inapplicable. ^A Insert lot numbers of proposed utility lots.	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 90880 3- 17 QUEEN STREET CAMPBELLTOWN NSW 2560 The adopted by-laws for the scheme are: * Mixed Use Model By-laws. * together with, Keeping of animals: Option *A*/B*/C * By-laws in _____ sheets filed with plan. * strike out whichever is inapplicable ^A Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)	
* Strike through if inapplicable. ^A Insert lot numbers of proposed utility lots.	Surveyor's Certificate (Approved Form 3) I, Paul BRANDON Of: SDG Land Development Solutions Pty. Ltd. PO Box 2572 Northmead NSW 1750 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of 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), and an appropriate easement has been created by ^A to permit the encroachment to remain; * (3) The survey information recorded in the accompanying location plan is accurate. <div style="text-align: right;"> Signature: Date: 15 June 2015 </div> * Strike through if inapplicable. ^A Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement	
Use STRATA PLAN FORM 3A for certificates, signatures and seals	SURVEYOR'S REFERENCE: 6249	

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)							
PLAN OF SUBDIVISION OF LOT 1 DP 1199824				<div style="float: right; font-size: small;">Office Use Only</div> <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">SP90880</div> <div style="clear: both;"></div>			
				<div style="float: right; font-size: small;">Office Use Only</div> <div>Registered: 17-7-2015</div> <div style="clear: both;"></div>			
Strata Certificate Details: Subdivision No: <i>SC 2321</i> Date: <i>29th JUNE 2015</i>							
SCHEDULE OF UNIT ENTITLEMENT							
Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement
1	1 566	15	574	29	567	44	589
2	544	16	559	30	576	45	589
3	544	17	567	31	559	46	596
4	544	18	567	32	574	47	596
5	544	19	567	33	574	48	596
6	552	20	576	34	582	49	596
7	559	21	559	35	582	50	589
8	559	22	574	36	574	51	589
9	559	23	574	37	574	52	611
10	559	24	582	38	574	53	604
11	552	25	582	39	574	54	611
12	567	26	567	40	574	55	604
13	567	27	567	41	567	56	522
14	574	28	567	42	597	57	66 906
				43	582	Total	100 000
This plan includes a strata development contract containing sheets 1-17 SEE SHEET 3 FOR THE UNIT ENTITLEMENT WARNING STATEMENT							
SURVEYOR'S REFERENCE: 6249							

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF

LOT 1 DP 1199824

Office Use Only

SP90880

Office Use Only

Registered:



17-7-2015

Strata Certificate Details: Subdivision No: SC 2321

Date: 29th JUNE 2015

Proprietor

EXECUTED by

Queen 88 Pty. Ltd

ACN 167 332 318

in accordance with s127 of

the Corporations Act 2001

)
)
)
)
)

Andrew Hrsto

Director/Secretary

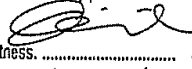
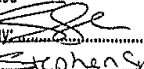
Hameed Bechara

Director

Warning Statement regarding the initial Schedule of Unit Entitlements

The schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973.

Mortgagee

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	
Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified	
Signature of witness: 	Signature of attorney: 
Name of witness: VIVIAN LEE	Attorney's name: Stephen Smith
Address of witness: 9/201 Sussex St Sydney NSW	Attorney's position: Manager
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney	-Book: 4575 No: 494

SURVEYOR'S REFERENCE: 6249

44 Hughes
\$6-00
24 JUN 1969

NO. 983 BOOK 2931

NEW SOUTH WALES
DRAINAGE EASEMENT
NO STAMP DUTY IS PAYABLE ON THIS
INSTRUMENT STAMP DUTIES OFFICE

THIS DEED made the 10th day of June One thousand nine hundred and sixty-nine BETWEEN CLINTONSMOTORS PTY. LIMITED (hereinafter together with its successors in title called the Grantor) of the one part and the CAMPBELLTOWN CITY COUNCIL (hereinafter together with its successors in title called the Grantee) of the other part WHEREAS the Grantor is the registered proprietor of an estate in fee simple in ALL THAT piece or parcel of land situate in the County of Cumberland Parish of St. Peter City of Campbelltown and the whole of the land in registered Conveyance No. 749 Book 2073 AND WHEREAS the Grantor has agreed with and has allowed the Grantee to lay drainage pipes under the surface of part of their land being shown as "Proposed Drainage Easement 10' Wide and Variable" in Deposited Plan registered number D.P. 234320 from Queen Street Campbelltown to the Great Southern Railway NOW THIS DEED WITNESSETH that in consideration of the said agreement and of the sum of One dollar (\$1.00) paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) and in further consideration of the premises the Grantor as beneficial owner HEREBY GRANTS unto the Grantee all that the full and free right and liberty at all times to use the drains and drainage system now lying under the surface of the land shown as "Proposed Drainage Easement 10' Wide and Variable" aforesaid in common with any other person lawfully entitled thereto and freely to run and pass water and effluent through under and along the same and from time to time and at all times to enter upon the land aforesaid to inspect cleanse repair and maintain the said drainage and when and where necessary to lay new drains in substitution therefor and the Grantor HEREBY COVENANTS with the Grantee that the Grantee for the purpose of the full enjoyment of the aforesaid rights shall have full free and uninterrupted right and liberty at all times and from time to time to enter upon and to go pass and repass over and along the said land being 10' wide and variable hereinbefore referred to and immediately adjacent thereto and to bring and place in and upon the said lands and remove such materials machinery tools and other articles and to do such other things in the premises as the said Grantee shall in its discretion think fit doing as little damage as may be but without being responsible or held liable for any damage or inconvenience to the owners or occupiers for the time being of the land aforesaid AND DO FURTHER COVENANT that they will repair maintain and keep in good running order and free from obstruction the drainage system installed and that they will at all times allow the said drains to be and remain connected to any other drainage system thereto AND THE GRANTEE HEREBY COVENANTS with the Grantor that the Grantee will at all times hereafter exercise the rights and privileges hereby granted in a proper and workmanlike manner and so as to cause as little inconvenience as possible and do as little damage as practicable to the land aforesaid.

AS WITNESS whereof the said parties hereto have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

The Common Seal of CLINTONSMOTORS PTY. LIMITED was
HEREUNTO AFFIXED in the
presence of:

(L.S.) B. Clinton
Director.

E.J. Parker
Secretary.

The Common Seal of the CAMPBELLTOWN CITY COUNCIL was hereunto affixed by virtue of a resolution passed on the 20th day of May 1969

(L.S.) C. Tregear
Mayor.

H.J. Daley
Town Clerk.

I 2
C
D.S.
NB

I, JEAN COFF Clerk to Ronald George Hughes of 220 Queen Street
Campbelltown in the State of New South Wales Solicitor being duly
sworn make oath and say:- That the writing contained on the
previous page has been compared by me with the original Drainage
Easement and the same is a true and correct copy thereof.

Jean Coff.

SWORN at Campbelltown aforesaid this Nineteenth day of June One
thousand nine hundred and sixty-nine, before me:

[Signature]
A Justice of the Peace.

RECEIVED into the Registration of Deeds Office at Sydney this

24th day of June 1969 at 40 minutes past 10
o'clock in the fore noon from *Leonie Dumbrell*
Clerk to Galloway and Company of Sydney, Law Stationers and
~~registered No.~~ Book

[Signature]
DEPUTY REGISTRAR.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88 B
OF THE CONVEYANCING ACT

Sheet 1 of 2

PART 1

DP 872091

Plan of Rose Street Creating Lot 10.

Full Name of Registered Proprietors:

Campbelltown City Council

Address: Civic Centre
Queen Street
Campbelltown NSW 2560

- 1) Identity of Easement
or Restriction firstly
referred to in the
above mentioned plan.

Easement For Services
2 metres wide.

Schedule of Lots etc Affected

Lot Burdened
10

~~Authority Benefited~~ Land Benefited
~~AGL Sydney Limited~~ Land in Plan lodged with
Primary Application No.
36868 comprised in Certificate of Title
Volume 6524 Folio 157.

PART 2

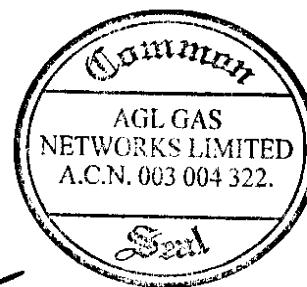
1. Terms of Easement for Services Firstly referred to in the above mentioned plan.

Full and free right, liberty and licence for the proprietor for the time being of the land benefited (the "Proprietor") its officers, agents servants, workpeople and contractors to lay down, construct, place, use, operate, examine, re-lay, alter, renew, cleanse, repair, maintain and remove mains, pipes and other apparatus (which mains, pipes and other apparatus are hereinafter called "the apparatus") for the conveyance of natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof (hereinafter called "the substance") and for purposes incidental thereto in, through, under and across the servient tenement AND for the free and uninterrupted right of flow of the substances through the apparatus in, through, under and across the servient tenement TOGETHER WITH right of support at all times of the apparatus as may for the time being or hereafter be in or upon the lots affects AND TOGETHER WITH power for the Proprietor, ~~its officers,~~ agents servants, workpeople and contractors for any of the purposes aforesaid or incidental thereto ~~to enter, go, return, pass and re-pass with or without vehicles upon, along or over the said land and make and sink excavations and cuttings and bring and place thereon and remove therefrom such materials, implements, machinery, plant, tools, equipment and things as may be necessary provided that should the~~ Proprietor in the exercise of its rights aforesaid open or break up the servient tenement it shall upon completion of such work restore the surface to its former conditions so far as shall be reasonably practicable but the Proprietor shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the servient tenement AND FURTHER no building, structure, roadway, pavement, pipeline cable or other improvement upon or under the land within the easement shall be erected without the prior consent in writing of the Proprietor.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88 B
OF THE CONVEYANCING ACT

Sheet 2 of 2

DP 872091



The COMMON SEAL of)
AGL ~~SYDNEY LIMITED~~ GAS NETWORKS) LIMITED
in the presence of:)

[Signature]
Director

[Signature]
Secretary

L. J. FISK

Under Seal of Council

The Common Seal of the Council of
the City of Campbelltown was hereto
affixed by virtue of a resolution
passed by Council on the 27th
day of FEBRUARY 1996.

[Signature]
Mayor

[Signature]
General Manager

REGISTERED



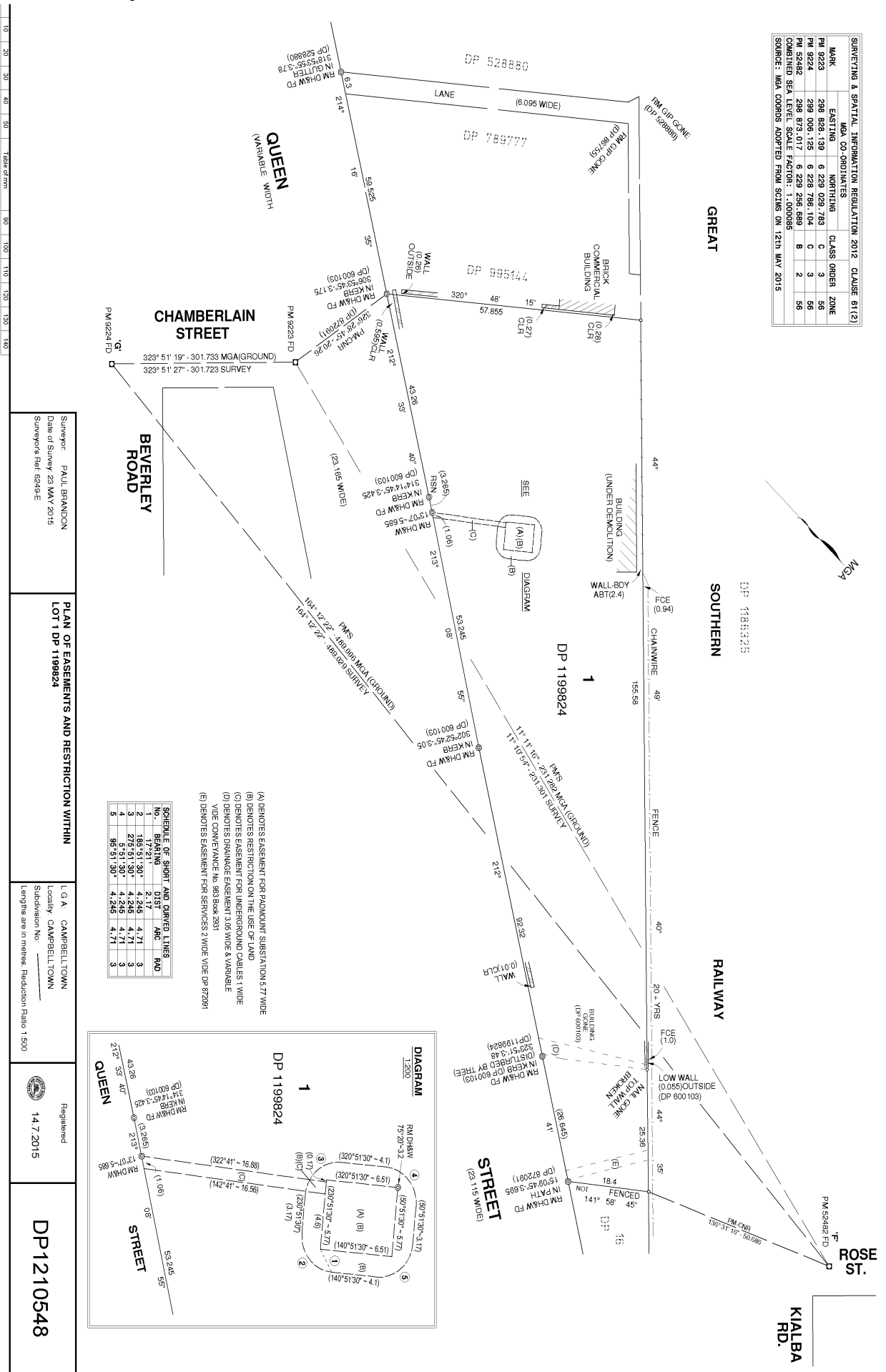
[Signature] 24.10.1997

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 1 Sheets

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 61(2)				
MARK	EASTING	NORTHING	CLASS	ORDER
PM 9223	298 828.139	6 229 029.793	C	3
PM 9224	299 006.129	6 229 796.104	C	3
PM 52482	298 873.017	6 229 256.689	B	2
PM 52482	298 873.017	6 229 256.689	B	2
COMBINED SEA LEVEL SCALE FACTOR: 1.000085				
SOURCE: MGA COORDS ADAPTED FROM SCIMS ON 12th MAY 2015				



Surveyor: PAUL BRANDON
Date of Survey: 23 MAY 2015
Surveyor's Ref: 6245E

PLAN OF EASEMENTS AND RESTRICTION WITHIN LOT 1 DP 1199824

L.G.A. CAMPBELLTOWN
Locality: CAMPBELLTOWN
Subdivision No.:
Lengths are in metres. Reduction Ratio 1:500

Registered
14.7.2015

DP1210548


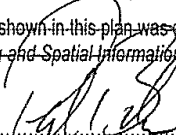
PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheets

Registered:  14.7.2015 Title System: TORRENS Purpose: EASEMENT	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1210548</div>
PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 1 IN DP 1199824	LGA: Campbelltown Locality: Campbelltown Parish: ST Peter County: Cumberland
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<div style="text-align: center;">Survey Certificate</div> I, PAUL BRANDON of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the <i>Surveying and Spatial Information Act</i> 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 23 May 2015 *(b) The part of the land shown in the plan (*being/*excluding was surveyed in accordance with the <i>Surveying and Spatial</i> <i>Information Regulation 2012</i> , is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 25 May 2015 Surveyor ID: 8413 Datum Line: 'F'-'G' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<div style="text-align: center;">Subdivision Certificate</div> I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Plans used in the preparation of survey/compilation: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;">DP 600103</div> <div style="width: 33%;">DP 30427</div> <div style="width: 33%;">DP 1186325</div> <div style="width: 33%;">DP 872091</div> <div style="width: 33%;">DP 789777</div> <div style="width: 33%;">DP 1180672</div> <div style="width: 33%;">DP 86755</div> <div style="width: 33%;">DP 528880</div> <div style="width: 33%;">DP 1199824</div> </div> If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 6249—E


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  14.7.2015 PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 1 DP 1199824 Subdivision Certificate number: Date of Endorsement:	<div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1210548</div> <p style="font-size: 10pt;">Office Use Only</p> <p style="font-size: 10pt;">Office Use Only</p> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
---	--

Lot	Street Number	Street Name	Street Type	Locality
1	3- 17	Queen	Street	Campbelltown


Pursuant to Section 88b Conveyancing Act 1919, It is intended to create:

1. Easement for Padmount Substation, 5.77 Wide (A)
2. Restriction on the Use of Land (B)
3. Easement for Underground Cables, 1 Wide (C)

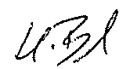
Proprietor

EXECUTED by
 Queen 88 Pty. Ltd
 ACN 167 332 318
 in accordance with s127 of
 the Corporations Act 2001

)
)
)
)
)

 30/6/2015

 Andrew Hirsto
 Director/Secretary

 30/6/15

 Hameed Bechara
 Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6249-E


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

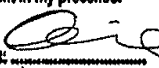
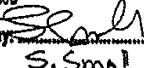
ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  14.7.2015	Office Use Only	Office Use Only
PLAN OF EASEMENT AND RESTRICTION WITHIN LOT 1 DP 1199824		DP1210548
Subdivision Certificate number: Date of Endorsement:		
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		

Mortgagee

Land and Property Information NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>VIVIAN LEE</u>	Attorney's name: <u>S. Small</u>
Address of witness: <u>9/201 SUSSEX ST SYDNEY NSW</u>	Attorney's position: <u>MANAGER</u>
Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124	
Power of attorney - Book No: <u>494</u>	

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6249-E

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

ePlan
(Sheet 1 of 6 sheets)

Plan: **DP1210548**


Plan of Easements and Restriction within
Lot 1 in DP 1199824

Full name and address of the
owner of the land:

Queen 88 Pty Limited
Unit 13H
162 Burwood Road
Concord NSW 2137

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 5.77 Wide (A)	1/1199824	Endeavour Energy
2	Restriction on the Use of Land (B)	1/1199824	Endeavour Energy
3	Easement for Underground Cables 1 Wide (C)	1/1199824	Endeavour Energy


.....
Hameed Bechara/ Andrew Hrsto



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

ePlan
(Sheet 2 of 6 sheets)

Plan: **DP1210548**



Plan of Easements and Restriction within
Lot 1 in DP 1199824

PART 2

1. Terms of Easement for Padmount Substation 5.77 Wide numbered 1 in the plan

The terms set out in memorandum number 9262886 registered at Land and Property Information NSW,
are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in
Clause 5.1.

Name of Authority having the power to release vary or modify the terms of Easement numbered 1 in the
plan is **Endeavour Energy**

 
.....
Hameed Bechara/ Andrew Hriso



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

ePlan
(Sheet 3 of 6 sheets)

Plan: **DP1210548**

Plan of Easements and Restriction within
Lot 1 in DP 1199824

PART 2

2. Terms of Restriction on the Use of Land numbered 2 in the plan

1 No building shall be erected or permitted to remain within the restriction site unless:

- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating; and
- 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating; and

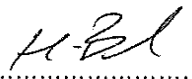

the registered proprietor provides the prescribed authority with an engineer's certificate to this effect.

2 The fire ratings mentioned in clause 2.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3 Definitions:

- 3.1 "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 "erect" includes construct, install, build and maintain.
- 3.4 "restriction site" means that part of the land affected by the restriction on the use of land shown as (B) on the plan.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Endeavour Energy**

 
Hameed Bechara/ Andrew Hirst



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

ePlan
(Sheet 4 of 6 sheets)

Plan: **DP1210548**

Plan of Easements and Restriction within
Lot 1 in DP 1199824

PART 2

3. Terms of Easement for Underground Cable 1 Wide numbered 3 in the plan

The terms set out in memorandum number 9262885 registered at Land and Property Information NSW, are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Name of Authority having the power to release vary or modify the terms of Easement numbered 3 in the plan is **Endeavour Energy**



.....
Hameed Bechara/ Andrew Hasto



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

ePlan

Lengths are in metres

(Sheet 5 of 6 sheets)

Plan: **DP1210548**

Plan of Easements and Restriction within
Lot 1 in DP 1199824



PART 2

EXECUTED by
Queen 88 Pty. Ltd
ACN 167 332 318
in accordance with s127 of
the Corporations Act 2001

.....
Andrew Hrsto
Director/Secretary

.....
Hameed Bechara
Director

Consent of mortgagee

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>CHRIS ELLIS</u>	Attorney's name: <u>ZAFAR MAHMOOD</u>
Address of witness: <u>9/201 SUSSEX</u> <u>ST SYDNEY</u>	Attorney's position: <u>CHIEF MANAGER</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
	Power of attorney -Book: 15 No: 49 f

.....
Hameed Bechara/ Andrew Hrsto

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

ePlan
(Sheet 6 of 6 sheets)

Plan: **DP1210548**

Plan of Easements and Restriction within
Lot 1 in DP 1199824

PART 2

Signed on behalf of Endeavour Energy
(ABN 59 253 130 878) by its Attorney pursuant
To Power of Attorney Book ~~4640~~ No. ~~572~~ 686
in the presence of: 4677

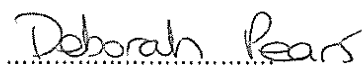
HA



Signature of Witness



Signature of Attorney



Name of Witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood
NSW 2148

Name: Helen Smith
Position: Manager Property + fleet
Date of Execution: 15 June 2015
Reference: UML6254
2014/65739



Hameed Bechara/ Andrew Hriso

REGISTERED



14.7.2015

SP90880

**STRATA
DEVELOPMENT
CONTRACT**

**3-17 QUEEN STREET
CAMPBELLTOWN
NSW 2560**

Queen 88 Pty Ltd

Page 1 of 17

REGISTERED



17-7-2015

SP90880

Strata Schemes (Freehold Development) Act 1973

Strata Development Contract – Strata Plan No.

WARNING

This contract contains details of a strata scheme which is proposed to be developed in 2 stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as “warranted development” in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as “authorised proposals” in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes(Freehold Development) Act 1973 or section 57AAA of the Strata Schemes(Leasehold Development) Act.

The proposed development might be varied but only in accordance with Section 28J of the Strata Schemes (Freehold Development) Act 1973 or section 50 of the Strata Schemes (Leasehold Development) Act 1986.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the owners corporation, or the executive committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973 or sections 54, 55 and 56 of the Strata Schemes (Leasehold Development) Act 1986.

During a development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed in clause 2 (“Description of any non-strata land that is to be developed along with the strata scheme”). In these types of development a document known as a ‘Strata Management Statement’ will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire interest in the strata scheme.

SP90880

DESCRIPTION OF DEVELOPMENT

1. DESCRIPTION OF LAND

1.1 Details of the land which is to be developed

The land which will be developed pursuant to this contract is lot 1 in Deposited Plan 1199824.

1.2 The buildings the subject of this Contract

The buildings the subject of the Strata Plan are being constructed in stages. On completion of construction there will be two (2) stages the subject of the Strata Scheme to be known as Queen Apartments, situated at 3-17 Queen Street Campbelltown NSW 2560.

The first stage is to commence by August 2014.

The second stage contains the building the subject of this Contract and is described as Tower 2 and are described as following;

BLOCK	STAGE
TOWER 1	First Stage
TOWER 2	Second stage

2. DESCRIPTION OF ANY NON-STRATA LAND TO BE DEVELOPED WITH THE STRATA SCHEME

The Developer does not propose there to be any non-strata land to be developed with the Strata Scheme.

3. DESCRIPTION OF LAND PROPOSED TO BE ADDED TO THE SCHEME

The Developer does not propose to add land to the Strata Scheme.

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4. DESCRIPTION OF DEVELOPMENT LOT

The Development Lot is lot 57 in the Strata Plan for the second stage.

5. COVENANTS IMPLIED IN THE STRATA DEVELOPEMNT CONTRACT BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, STRATA SCHEMES (LEASEHOLD DEVELOPMENT) ACT 1986

5.1 Warranted Development

The Developer agrees with the other parties jointly, and with each of them severally:

- (a) that the Developer must carry out the development (if any) described and identified as **“Warranted Development”**- proposed development subject to a warranty in this contract; and
- (b) that the Developer must carry out any such development in accordance with the covenants set out and implied in this Contract.

5.2 Permission to carry out warranted development and authorised proposals

The parties, other than the Developer, jointly and severally agree with the Developer that the Developer is permitted to carry out, in accordance with the covenants set out or implied in this Contract:

- (a) the Warranted Development (if any); and
- (b) such other development as is described and identified as **“Authorised Proposals** – proposed developments *not* subject to a warranty” in this Contract.

5.3 Owners Corporation expenses

The Developer agrees with the Owners Corporation that the Developer will pay the reasonable expenses incurred by the Owners Corporation:

- (a) in repairing damage to Common Property caused in carrying out the permitted development, except damage due to normal wear and tear;
- (b) for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone services used in carrying out the development;

SP90880

(c) for additional administrative costs connected with the development, such as the costs of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision; and

(d) for any amounts due under the Strata Management Statement that are connected with the carrying out of the permitted development.

5.4 Standard of development

The Developer agrees with the other parties that:

(a) the standard of materials used, finishes effected, Common Property improvements, landscaping, roadways and paths; and

(b) height of building(s), other structures and works and the density of the development,

in all development permitted to be carried out by this Contract must not be inferior to or substantially different from those of the completed building(s) and other structures and works forming part of the Parcel, except to the extent(if any) that this Contract specifies.

5.5 Unauthorised use of the Parcel

The Developer agrees with the other parties that the Developer will not use any part of the Parcel or cause any part of the Parcel to be used except:

(a) to the extent necessary to carry out the development permitted to be carried out by the Contract; or

(b) to such other extent as may be specified in the Contract.

5.6 Restoration of Common Property

The Developer agrees with the other parties to make good, as soon as is practicable, any damage to the Common Property arising out of performance of this Contract, whether or not this contract contemplates or permits the damage.

SP90880

5.7 Restoration of Development Lot

The Developer agrees with the other parties to make good, as soon as is practicable, any damage to the Development Lot arising out of performance of this Contract, whether or not this contract contemplates or permits the damage.

For the purposes of this clause, “**damage**” does not include damage necessarily resulting from having carried out (in accordance with this Contract) development that is permitted by this Contract to be carried out.

5.8 Additional covenants for vertical staged development

If this Contract permits the development to be carried out within a Development Lot that is wholly or partly directly above or below a part of the Parcel that is not a Development Lot, the Developer agrees with the other parties:

(a) to minimise any disruption caused to other occupiers of the Parcel by carrying out permitted development or otherwise;

(b) to ensure that, while permitted development is being carried out, shelter and subjacent lateral support, consistent with proper engineering and building practices, are provided to such other parts of the Parcel as are capable of being sheltered or of enjoying that support; and

(c) to keep the Developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against all claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. PROPOSED MANAGEMENT ARRANGEMENTS, PROPOSED COVENANTS, EASEMENTS OR DEDICATIONS

(a) Proposed management agreements

The Developer intends (but is not obliged) to procure the Owners Corporation to enter into a management agreement with a strata managing agent for the Initial Period of the Strata Scheme.

SP90880

(b) Proposed covenants, easements or dedications

Copies of covenants, easements and dedications relative to the Strata Scheme as at the date of registration of the Strata Plan which have been registered shall be available from the Land and property information.

WARRANTED DEVELOPMENT AND AUTHORISED PROPOSALS

7. WARRANTED DEVELOPMENT - PROPOSED DEVELOPMENT SUBJECT TO A WARRANTY

There is no Warranted Development.

8. AUTHORISED PROPOSALS – PROPOSED DEVELOPMENT NOT SUBJECT TO A WARRANTY

8.1 Second Stage

This paragraph sets out the Authorised Proposals for the Second Stage.

(a) Description of development

The development the subject of the Second Stage comprises brick and/or hebal with a combination of concrete roofing. The proposed building style, height and density are depicted by the Concept Plan attached to this Contract and described as "Concept Plan for the Second Stage".

(b) Common Property Amenities

There are no Common Property amenities in this stage except for landscaping, Bar-be-que communal area and an open space communal area.

(c) Schedule of Commencement and Completion

The Developer does not warrant commencement and completion dates.

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(d) Schedule of Strata Lots

The total number of Strata Lots in the Second Stage is 114, all of which will comprise residential apartments and commercial units, with car parking facilities, being Lots 58 to 171 (inclusive).

(e) Working Hours

Construction will be carried out within the working hours permitted in the Development Consent.

(f) Arrangement for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

Construction vehicles entering and exiting the site during stage two (2) will do so via Queen Street, Campbelltown 2560.

(g) Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent.

(h) Schedule of Materials and Finishes

The building the subject of the Second Stage will be constructed of brick and/or hebel with roofing primarily constructed of concrete.

(i) Vertical Staging

There is no vertical staging in stage two (2).

(j) Contribution to Common Property Expenses

(i) The Developer is not obliged to contribute to those Common Property expenses relating to the use and maintenance of the Common Property in respect of the Development Lot the subject of this stage during any period on which construction on the Development Lot is not completed and the Development Lot not subdivided.

(ii) The Developer's contribution to those Common Property expenses relating to the use and maintenance of Common Property in respect of the Development Lot the

SP90880

subject of this stage arises once the Development Lot has been completed and subdivided, and the liability then applies in connection with those Strata Lots in the ownership of the Developer on a unit entitlement basis.

(k) Proposed by-laws

The by-laws applicable to the development the subject of this Contract shall be the same as those to be registered for stage one (1). A copy shall be available from the Land and property information.

(l) Proposed Management Agreements

The management arrangements applicable to the development the subject of this Contract shall be established with the Strata Plan for the First Stage, such management arrangements shall be the same and shall apply to Stage two (2).

(m) Proposed covenants, easements or dedications

All covenants, easements and dedications relative to the First Stage of the Strata Scheme shall be registered with the Strata Plan; such copies shall be available from the land and property information.

9. DATE OF CONCLUSION OF THE DEVELOPEMENT SCHEME

The Developer must complete all Authorised Proposals by 1 July 2022.

10. CONCEPT PLANS

The Concept Plans for the development comprise an annexure to this Contract.

11. DEFINITIONS

The following words have the following meanings:

- (i) **"Authorised Proposal"** means development which the Developer is authorised to carry out but cannot be compelled to carry out.
- (ii) **"Common Property"** means the common property in the Strata Scheme.
- (iii) **"Contract"** means this Strata Development Contract.
- (iv) **"Development Concern"** means Authorised Proposals and Warranted Development.
- (v) **"Development Consent"** means the development consent pursuant to which the development the subject of this Contract is carried out.
- (vi) **"Development Lot"** means Lot 57 in the Strata Plan.
- (vii) **"Executive Committee"** means the executive committee of the Strata Scheme.
- (viii) **"Developer"** means Queen 88 Pty Ltd ACN 167 332 318

SP90880

(ix) **"First Stage"** means the stage of development commencing on the date of registration of the Strata Plan (and this Contract) and terminating on the date of registration of the strata plan of subdivision of the Development Lot for the Second Stage.

(xi) **"Initial Period"** has the meaning given to it in the Strata Schemes Management Act 1996 (NSW).

(xii) **"Owners Corporation"** means the owners corporation constituted by registration of the Strata Plan.

(xiii) **"Parcel"** means the parcel the subject of the Strata Scheme.

(xiv) **"Second Stage"** means the stage of development following registration of the Strata Plan of subdivision of Development Lot 57.

(xv) **"Strata Lot"** means a lot in the Strata Plan.

(xvi) **"Stratum lot"** means a lot in the Stratum Plan.

(xvii) **"Strata Plan"** means the strata plan the subject of this Contract.

(xviii) **"Strata Scheme"** means the strata scheme constituted by registration of the Strata Plan.


(xix) **"Warranted Development"** means development which the Developer warrants to carry out and may be compelled to carry out.

(xx) **"Concept Plan"** means the concept plan attached to, and forming part of, this Contract.

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of Developer

Executed by **Queen 88 Pty Ltd**)
ACN 167 332 318 in accordance)
with section 127 of the *Corporations*)
Act 2001 (Cth))

 30/6/2015
Signature of director/secretary

Andrew Hrgfo
Print Name

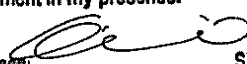

U.B.L. 30/6/15
Signature of director/secretary (printed)

HAMEED BEHMARA
Signature of director (printed)

SP90880

Signature of each registered proprietor, mortgagee, chargee, covenant chargee and lessee of the Development Lot.

"MORTGAGEE"

Land and Property Information	
NEW SOUTH WALES	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this Instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>Vivian Lee</u>	Attorney's name: <u>Stephen Small</u>
Address of witness: <u>9/201 Surrey St</u> <u>Sydney NSW</u>	Attorney's position: <u>Manager</u>
	Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124
Power of attorney	-Book:Y54&No: 474

SP90880

CERTIFICATE OF APPROVAL

It is certified:

- a) That the consent authority has consented to the development described in Development Application No. 2263/2011/DA-RA.
- b) The carrying out of the proposed development described as "Warranted Development" and "Authorised Proposals" in this Contract would not contravene:
 - I. Any condition subject to which the consent was granted; or
 - II. The provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:
(fill in if applicable).

Date:22/06/2015.....

Execution of consent authority **CAMPBELLTOWN CITY COUNCIL**

Signature:Brendan Leo.....

Name:Brendan Leo.....

Position:Acting Manager Development Services.....

CONCEPT PLAN

The following five (5) pages comprise the Concept Plan

Strata Development Contract CONCEPT PLAN Plan of Development SUBDIVISION OF LOT 1 IN DP 1199824 No. 3-17 QUEEN STREET, CAMPBELLTOWN 2560	Strata Plan	SP90880
	Consented to	
	Application No.	
	Registered Date	

REGISTERED 17-7-2015

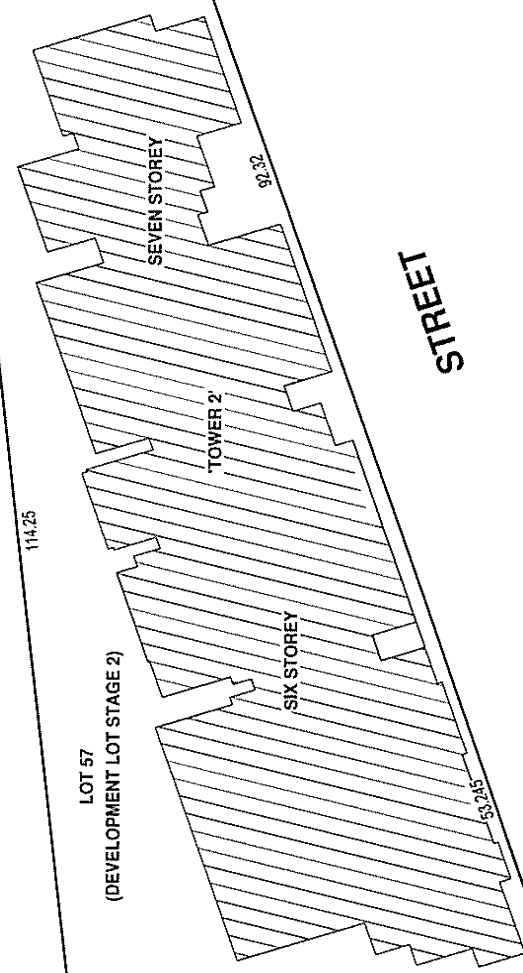
RAILWAY

SOUTHERN

GREAT

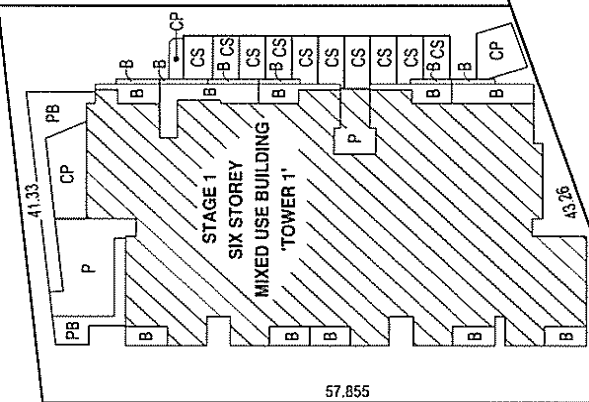
602 DP 1186325 114.25 25.36 16 DP 30366 18.4

LOT 57
(DEVELOPMENT LOT STAGE 2)



STREET

QUEEN



CS	CS	SZ	CS	CS	CS
----	----	----	----	----	----

CP denotes COMMON PROPERTY
CS denotes CAR SPACE
SZ denotes SHARED ZONE (CP)
PB denotes PLANTER BOX (CP)
P denotes PATIO (CP)
B denotes BALCONY

Strata Development Contract

CONCEPT PLAN

Plan of Development

SUBDIVISION OF LOT 1 IN DP 1199824
No. 3-17 QUEEN STREET,
CAMPBELL TOWN 2560

SP90880

Consented to

Application No.

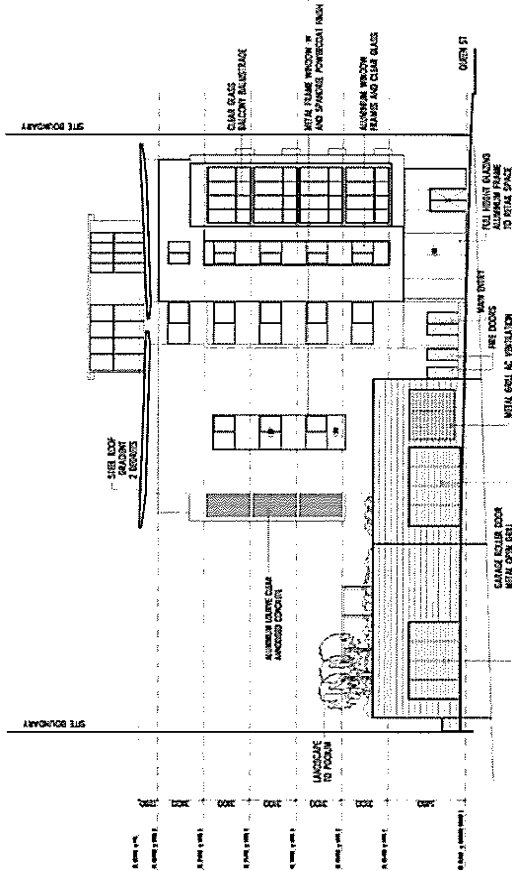
Registered Date

REGISTERED



17-7-2015

STAGE 2 - TOWER 2

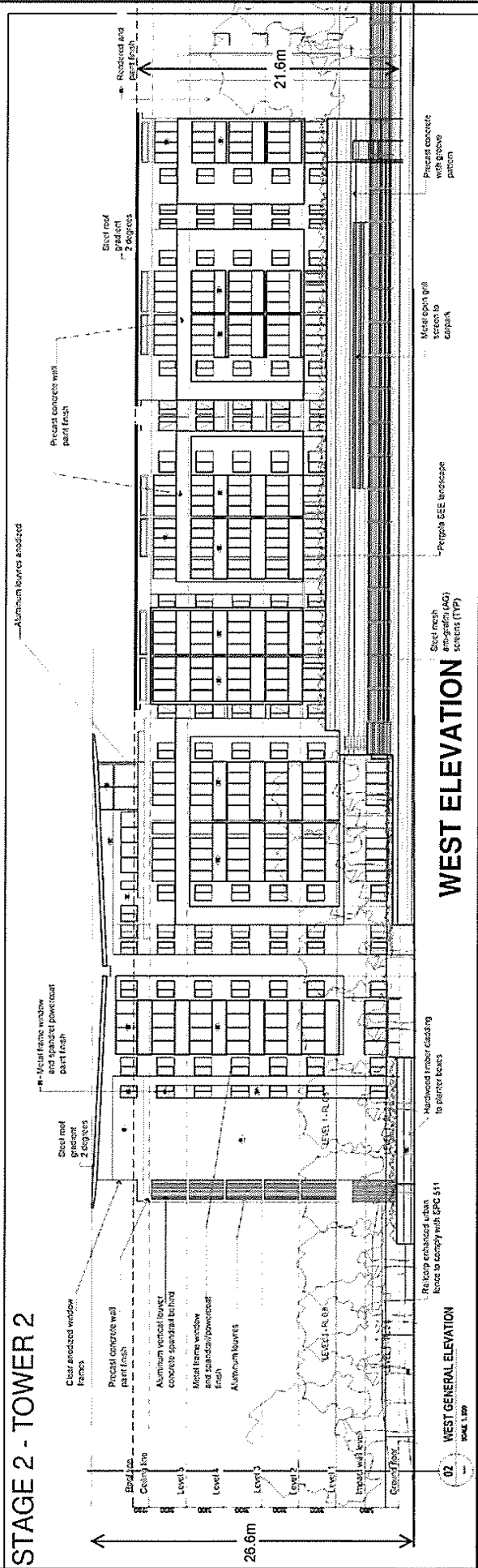


04 SOUTH ELEVATION TOWER 2

SCALE 1:200

SOUTH ELEVATION:

STAGE 2 - TOWER 2

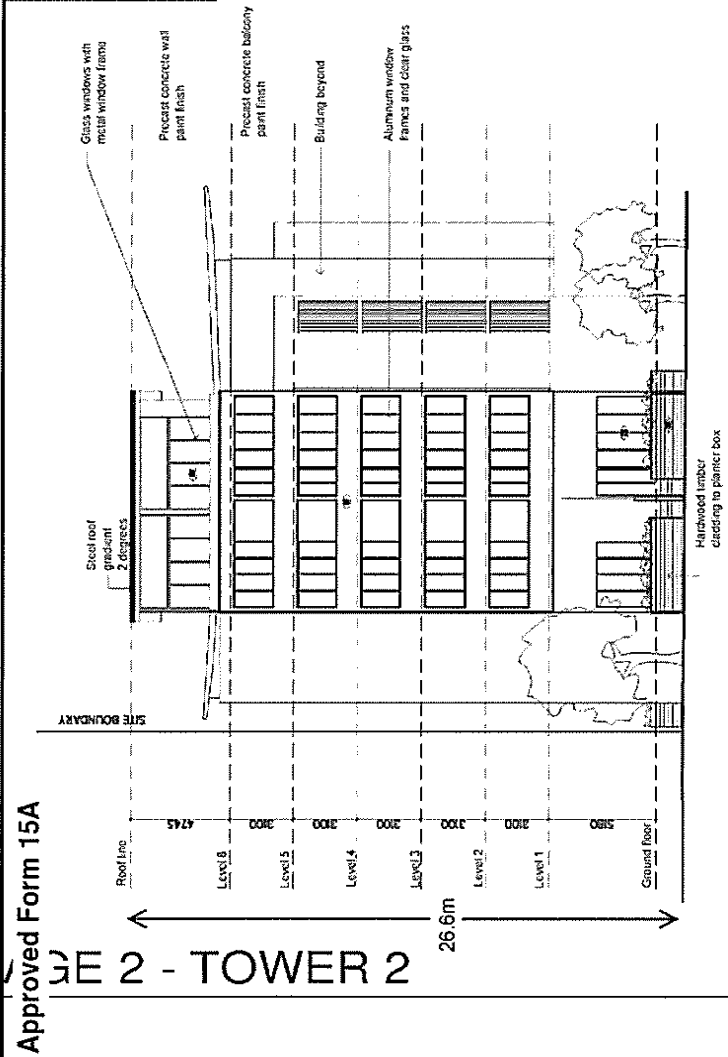


02 WEST GENERAL ELEVATION

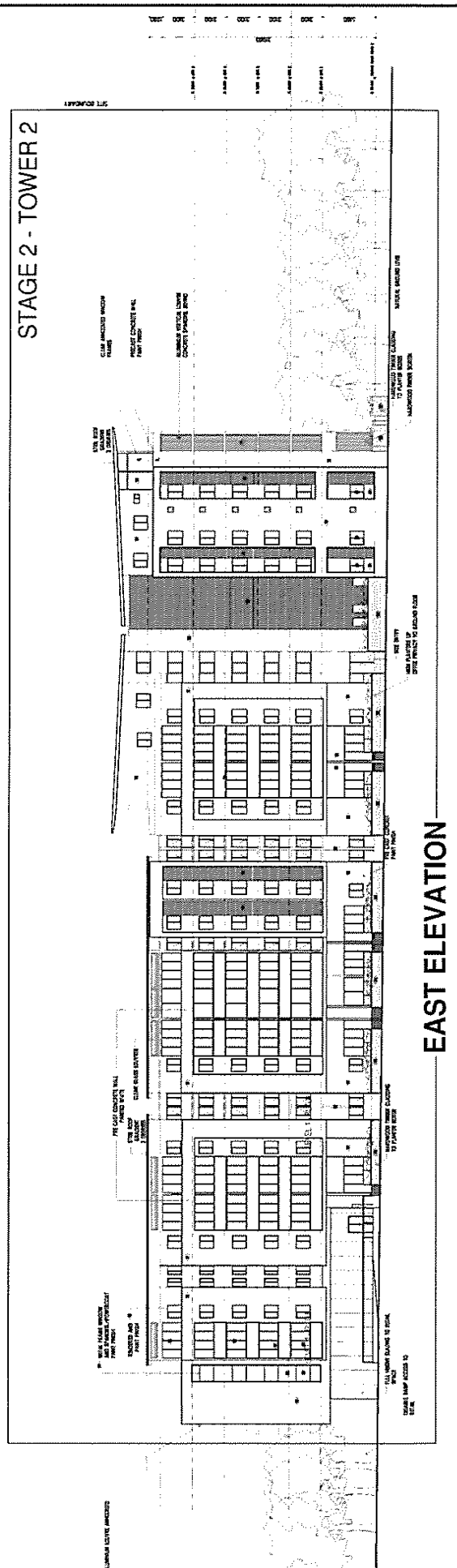
U.S. 1, 1992

Strata Development Contract CONCEPT PLAN Plan of Development SUBDIVISION OF LOT 1 IN DP 1199824 No. 3-17 QUEEN STREET, CAMPBELLTOWN 2560	Strata Plan	SP90880
	Consented to	
	Application No.	
	Registered Date	

REGISTERED 17-7-2015



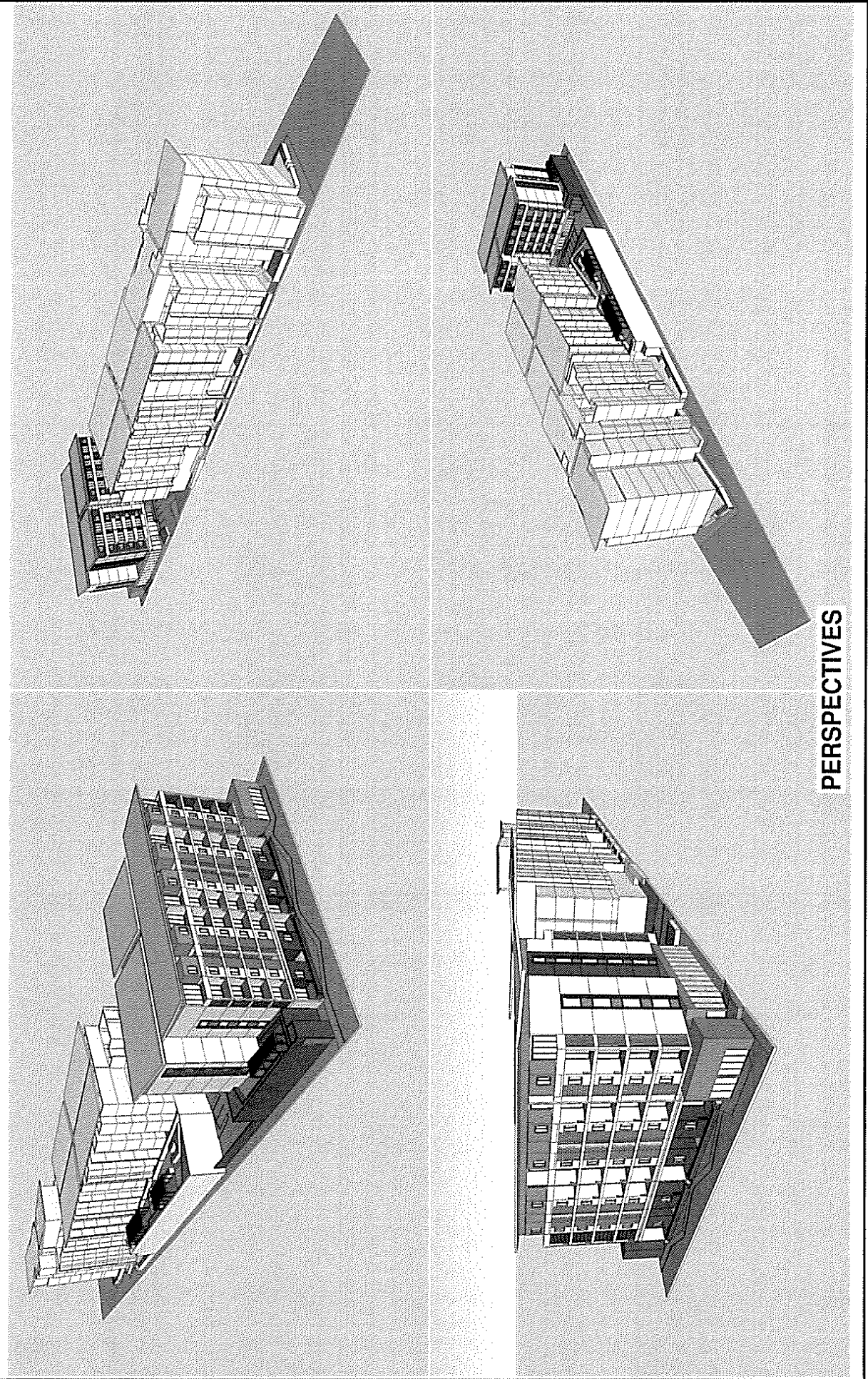
03 NORTH ELEVATION TOWER 2 / SCALE 1:200 NORTH ELEVATION



Strata Development Contract	Strata Plan
CONCEPT PLAN	SP90880
Plan of Development	Consented to
SUBDIVISION OF LOT 1 IN DP 1199824	Application No.
No. 3-17 QUEEN STREET,	Registered Date
CAMPBELLTOWN 2560	

Approved Form 15A

REGISTERED	17-7-2015
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PERSPECTIVES

Form: 15CH
Edition: 1705

CONSOLIDATION/ CHANGE OF BY-LAWS



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

AN883385U

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/SP90880		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): 170836	CODE CH

(C) The Owners-Strata Plan No. 90880..... certify that a special resolution was passed on NOT APPLICABLE.....

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE.....

Added by-law No. NOT APPLICABLE.....

Amended by-law No. NOT APPLICABLE.....

as fully set out below:

See Schedule 1 of Annexure A.

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

(G) The seal of The Owners-Strata Plan No. 90880..... was affixed on 14 November 2018..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

Matthew Side

Name

Matthew Side

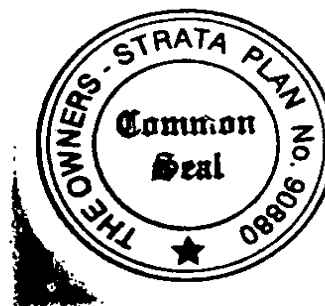
Authority

Strata Manager

Signature

Name

Authority



Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 90880

3-17 Queen Street, Campbelltown NSW 2560

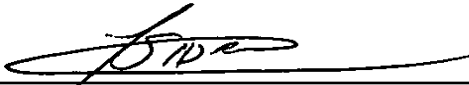

Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

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

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

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 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 sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) 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, structure or sign 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, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:
washing includes any clothing, towel, bedding or other article of a similar type.

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

- (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.

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:
 - (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (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.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or 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 lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with 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 of a similar type in accordance with 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 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

20 Prevention of hazards

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

21 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) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) garbage disposal and recycling services,
 - (g) electricity, water or gas supply,
 - (h) 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.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 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 used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

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

1 Special By-Law – Storage in car parks

- 1.1 An owner or occupier of a lot must not, without the permission in writing of the owners corporation, store any material in a car parking space or install or keep any equipment in or on a car parking space for the purpose of storing any material.
- 1.2 For clarity this by-law does not apply with respect to a storage cage otherwise installed and used in accordance with any applicable requirement of law and the by-laws of the strata scheme.

2 Special By-Law – Moving

2.1 General controls

- (a) An owner or occupier of a lot must not move in or out of the strata scheme, nor transport any furniture or large object (being an object that cannot easily be carried by one person and in any event which is no greater than 1m in size in any dimension) through or on the common property ("**Move**" or "**Moving**") unless they have first:
- (i) given 7 days' notice to the owners corporation by its strata managing agent (or if there is no such agent by its executive committee); and
 - (ii) made a booking with the owners corporation for the time and date of Moving, which must:
 - (A) coincide with the availability of the building manager or the owners corporation's nominee unless the owners corporation otherwise agrees; and
 - (B) not be a time or date on which more than 1 other person will be Moving in the same tower (being Tower 1 or Tower 2).
 - (iii) made that booking only by a real estate agent, landlord, or incoming owner of a lot.
- (b) The owners corporation may arrange for its building manager or its nominee to be present at the time when the Moving occurs.
- (c) The owners corporation may determine that Moving is only to occur in a specified manner, provided that such a determination is of no effect to the extent that it is inconsistent with the by-laws of the strata scheme, including this by-law.
- (d) If the owners corporation has determined the manner in which Moving is to occur, an owner or occupier of a lot must not Move except in accordance with that determination.

2.2 Repair, protection and cleanliness

An owner or occupier of a lot must:

- (a) Ensure that they Move in accordance with any applicable law.
- (b) Ensure that they Move in a proper manner and exercising reasonable care.
- (c) Ensure that they do work necessary to repair any damage to the common property or clean any rubbish or debris from the common property caused by their Moving, and further ensure that:
 - (i) such work is done within 1 week from its occurrence; and
 - (ii) such work is done:
 - (A) in accordance with any applicable law; and
 - (B) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to repair damage under this by-law the owners corporation may by law be entitled to repair that damage and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.3 Bond

The Bond:

- (a) Is an amount in Australian currency reasonably determined from time to time by the Owners Corporation, and in default of such a determination the amount of \$500.
- (b) Must be paid by an owner or occupier of a lot to the owners corporation prior to their Moving.
- (c) Must be paid in any manner reasonable directed by the owners corporation from time to time.
- (d) May be applied by the owners corporation against any debt arising under section 63 of the Act in connection with a failure to carry out work required to be carried out under this by-law.
- (e) Must be returned to the relevant owner or occupier after the expiry of 1 month following the completion of their Moving, less any amount deducted by the owners corporation in accordance with this by-law.

Note. *If the cost of repairing the relevant damage exceeds the amount of the Bond, the owners corporation may by law be entitled to recover the remaining amount from the relevant owner or occupier, or any person who becomes the owner of their lot.*

2.4 Liability for others

An owner or occupier of a lot is liable under this by-law for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.5 Recovery of amounts

A debt due from an owner to the owners corporation in connection with this by-law:

- (a) bears interest as if it was an unpaid contribution; and
- (b) may be recovered by the owners corporation as if it was an unpaid contribution, including as to:
 - (i) any interest payable; and

- (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection with this by-law.*

3 Special By-Law – Damage to common property and depositing of rubbish

3.1 General controls

An owner or occupier of a lot must not cause damage to common property or any personal property vested in the owners corporation, and must not leave any rubbish or discarded item on the common property (except in containers provided expressly for that purpose, and then in accordance with any requirements of law).

Without limiting the foregoing:

- (a) Garbage chutes:
 - (i) must be used for ordinary household waste only;
 - (ii) must be used only for such waste which easily fits within and falls down the chute; and
 - (iii) must not be used for disposal of recyclable things.
- (b) Recyclable things and ordinary household waste which cannot be disposed of using the garbage chute must be disposed of in the ground floor bin rooms.
- (c) No thing should be disposed of in such a way as to cause a contamination charge to be levied on the owners corporation.

3.2 Repair, protection and cleanliness

An owner or occupier of a lot must ensure that they do work necessary to repair any damage to the common property or clean any rubbish or debris from the common property caused by them in breach of clause 1.1 above, and further ensure that:

- (a) such work is done within 1 week from its occurrence; and
- (b) such work is done:
 - (i) in accordance with any applicable law; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to repair damage under this by-law the owners corporation may by law be entitled to repair that damage and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

3.3 Types of damage to which this by-law applies

Without limiting the effect of this by-law, damage and rubbish within the contemplation of clause 1.1 of this by-law includes:

- (a) damage to any part of the common property (such as walls, doors, lifts etc);
- (b) damage to doors, elevators, boom-gates, furniture, potted plants and other fixtures, fittings and apparatuses in the common property or being personal property of the owners corporation;
- (c) disused furniture or other household belongings left on any part of the common property.

3.4 Liability for others

An owner or occupier of a lot is liable under this by-law for the acts or omissions of their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of

their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

3.5 Recovery of amounts

A debt due from an owner to the owners corporation in connection with this by-law:

- (a) bears interest as if it was an unpaid contribution; and
- (b) may be recovered by the owners corporation as if it was an unpaid contribution, including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection with this by-law.*

4 Special By-Law – Recreational facilities

4.1 Generally

- (a) An owner or occupier must not allow the use of the Recreational Facilities by their invitees except when accompanied by that owner or occupier.
- (b) An owner or occupier must ensure that an adult exercising effective control accompanies any children or incapable persons using the Recreational Facilities.
- (c) The owners corporation may make rules, not inconsistent with these by-laws, regarding use of the Recreational Facilities.
- (d) An owner or occupier must not do any of the following, nor allow any of the following to be done in the Recreational Facilities:
 - (i) Smoking;
 - (ii) Consuming alcohol or using any other substance that limits or impedes mental or physical function;
 - (iii) Running or jumping;
 - (iv) Being inadequately clothed;
 - (v) Conducting any business (whether for reward or not) except with the express prior written consent of the owners corporation; or
 - (vi) Holding any function or party except with the express prior written consent of the owners corporation.
- (e) In addition to its other functions, the owners corporation may in its discretion close off and refuse access to the Recreational Facilities for any reasonable purpose, including for maintenance, repair, or improvement.
- (f) In addition to its other functions, the owners corporation may restrict access to the Recreational Facilities by way of the installation of locks, alarms, communication systems and other security devices.
- (g) The owners corporation may exclude from the use of the Recreational Facilities any person whom the owners corporation considers, in its discretion, to be in breach of this by-law, or to have persistently breached this by-law in the past.

4.2 Hours

An owner or occupier must not use nor permit the use of the Recreational Facilities between the hours of 10:00pm on any day and 6:00am on the following day.

4.3 Risk

- (a) To the maximum extent permitted by law, owners, occupiers and any other persons who engage in any recreational activity at the parcel do so at their own risk.
- (b) To the extent that owners or occupiers are supplied recreational services under these by-laws having effect as a contract, an owner or occupier to whom such recreational services are supplied under such a contract engages in any recreational activity concerned at their own risk.
- (c) The owners corporation may cause signs to be displayed in prominent locations near the recreational facilities including the provisions of this by-law, as well a Risk Warning.
- (d) The owners corporation may exclude any person from the use of the Recreational Facilities unless that person has read and signed an acknowledgement that they have read and understood the provisions of this by-law, or if they are an incapable person, that:
 - (i) The incapable person is under the control of, or accompanied by, another person and that other person has read and signed an acknowledgement that they have read and understood the provisions of this by-law; or
 - (ii) A parent of the incapable person (whether or not the incapable person was under the control of or accompanied by the parent) has read and signed an acknowledgement that they have read and understood the provisions of this by-law.

4.4 Functions

An owner or occupier of a lot may, with the prior written permission of the owners corporation, use the Recreational Facilities for the purpose of a function or event, subject to the following:

- (a) For the purposes of this clause, a function or event is any gathering which includes more than 5 people who do not ordinarily reside at that owner or occupier's lot.
- (b) The owners corporation's written permission may be granted or withheld in its absolute sole discretion and with or without conditions (which conditions, if imposed, must be complied with).
- (c) Compliance with the remaining provisions of this by-law, and the other by-laws of the strata scheme, is nonetheless required.
- (d) The owners corporation may require that owner or occupier to first sign a permission form containing an acknowledgement that they have read and understood the provisions of this by-law.
- (e) The owner or occupier must:
 - (i) Ensure that the function or event is carried on in accordance with any applicable law.
 - (ii) Ensure that they function or event is carried on exercising reasonable care.
 - (iii) Ensure that they do work necessary to repair any damage to the common property or clean any rubbish or debris from the common property caused or occasioned by the function or event, and further ensure that:
 - (A) such work is done within 1 week from its occurrence; and
 - (B) such work is done:
 - (1) in accordance with any applicable law; and

- (2) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to repair damage under this by-law the owners corporation may by law be entitled to repair that damage and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

(f) The Bond:

- (i) Is an amount in Australian currency reasonably determined from time to time by the Owners Corporation, and in default of such a determination the amount of \$250.
- (ii) Must be paid by an owner or occupier of a lot to the owners corporation prior to the function or event.
- (iii) Must be paid in any manner reasonable directed by the owners corporation from time to time.
- (iv) May be applied by the owners corporation against any debt arising under section 63 of the Act in connection with a failure to carry out work required to be carried out under this by-law.
- (v) Must be returned to the relevant owner or occupier after the expiry of 1 month following the completion of their function or event, less any amount deducted by the owners corporation in accordance with this by-law.

Note. *If the cost of repairing the relevant damage exceeds the amount of the Bond, the owners corporation may by law be entitled to recover the remaining amount from the relevant owner or occupier, or any person who becomes the owner of their lot.*

4.5 Definitions

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

children means people under the age of 18;

incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

parent of an incapable person has the meaning provided in sub-section 5M(12) of the Civil Liability Act 2002 (NSW);

recreational activity has the meaning provided in section 5K of the Civil Liability Act 2002 (NSW);

Recreational Facilities means all the recreational facilities at the parcel, including any common area available for use for recreational purposes, as well as the meeting room;

recreational services has the meaning provided in sub-section 5N(4) of the Civil Liability Act 2002 (NSW); and

Risk Warning means a risk warning for the purposes of section 5M of the Civil Liability Act 2002 (NSW), including without limitation in the following terms:

RISK WARNING

SECTION 5M OF THE CIVIL LIABILITY ACT 2002 (NSW)

There are various risks of harm (of any kind, including personal injury or death, pre-natal injury, impairment of a person's physical or mental condition, disease, damage to property, and economic loss) to persons using the recreational facilities at this strata scheme.

The recreational facilities at this strata scheme include common areas, common area toilets and related areas.

These risks include risks of such harm resulting from:

- Failure or breakage of the recreational facilities or part of them before, during or after their use, such as:
 - failures causing water and/or other surfaces to become hot so as to cause burns, handrails, fences gates or balustrades being loose or coming away, electrical equipment shorting out or causing parts of the recreational facilities (including water, controls and buttons, and other objects or surfaces) to be electrically charged creating a risk of electric shock, or the risk of surfaces, objects or equipment becoming sharp so as to cause cuts, puncture wounds or abrasions.
- Incorrect or inappropriate use of any recreational facilities, including:
 - running in areas where there are tripping or slipping hazards or obstacles (including other persons), climbing on surfaces not designed or intended to be climbed upon, prolonged use of any recreational facilities, use of any recreational facilities contrary to any instructions or directions for their use, and tampering with or altering any recreational facilities.
- Bringing things into or using things in the recreational facilities that are hazardous or could become hazardous if used in or around the recreational facilities, including:
 - sharp or breakable objects (such as glass, knives or syringes), alcohol or drugs of any kind (including risks arising from being intoxicated or having impaired mental or physical function), inflammable things (such as cigarette lighters or aerosol sprays) and electrical appliances.
- Doing anything in or around the recreational facilities contrary to the advice of a medical professional or directions for use or warnings provided with medications used by a person.
- The nature of activities that a person may undertake in or around the recreational facilities, such as:
 - the risk of injury to body parts due to physical exertion or contortion, the risk of stroke, seizure, heart attack or breathing difficulties caused by physical exertion, the risk of choking while eating or drinking, and the increased risk of tripping or slipping while running.
- Tripping or slipping on an uneven surface, damaged surface, wet surface or on an object or obstacle anywhere in the recreational facilities, including:
 - dislodged tiles, cracked walkways, the stands or feet of any equipment, objects or belongings on the ground of floor, electrical leads, folds in mats or carpets, water or other liquids on surfaces, protruding elements of gates, fences and handrails, cleaning equipment left on the floor, surfaces that may become wet or slippery following rain, or tripping or slipping caused or contributed to by the use of low-traction footwear or footwear that may become loose (such as thongs or sandals).
- The use of the recreational facilities in adverse weather conditions such as:
 - rain (including by slipping on wet surfaces) thunderstorms (including lightning strike), hail storms (including injury from hail stones falling onto persons or lying on surfaces), cold temperatures (including pneumonia and hypothermia) hot temperatures (including heat stroke) and sunshine (including sun burn and skin cancer).
- Contracting infectious diseases or other medical conditions such as:
 - from physical contact with other persons, from contact with surfaces (including bathroom and toilet facilities), from contact with water (including drinking or cleaning water), from contact with air carrying

infectious particles, or from contact with knives, syringes or other sharp or metallic objects.

- Emergency services, medical professionals or first aid not being present or having difficulty accessing a person for treatment or to alleviate a hazard such as:

due to the nature or location of the recreational facilities, such as by reason of restricted access to the recreational facilities (including by way of keys or swipe passes), it being difficult to locate the recreational facilities, or it being necessary for emergency vehicles to park a long distance from the recreational facilities.

5 Special By-Law – Uniformity of windows, doors etc

- 5.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, install or keep within the lot or on common property any door, window, door screen, window screen, blind, curtain, balcony screen, privacy screen or (without limiting the foregoing) any other window, door or balcony covering, screen or enclosure, that, viewed from outside the lot, is not uniform in appearance compared to the majority of other residential lots in the strata scheme.
- 5.2 For the avoidance of doubt an owner or occupier of a lot must comply with this by-law despite the provisions of by-law 5 of the strata scheme, and in addition to the provisions of by-law 17 of the strata scheme.
- 5.3 Without limiting the other provisions of this by-law, in respect of residential lots:
- (a) window and balcony door frames must be in the colour “ultra silver” or its equivalent;
 - (b) flyscreens must match that colour;
 - (c) blinds must be vertical roller blinds and of a white / cream colour matching the majority of other installations; and
 - (d) no security screens are to be installed on the entry doors to lots.
- 5.4 In respect of works the subject of clause 5.1 of this by-law installed before this by-law was made, despite any other provision of this by-law those works may be kept by the owner or occupier of the relevant lot, provided that the owner or occupier of the lot provides the owners corporation, upon request, documentary evidence to satisfactory to the owners corporation that those works comply with the conditions of this by-law.
- 5.5 Clause 5.4 does not apply to the extent that those existing works are subsequently upgraded, renewed or replaced (not including minor repairs or maintenance).

6 Special By-Law – Installation of CCTV

- 6.1 In addition to its other functions, the owners corporation has the functions necessary to install, keep, maintain and use closed-circuit television (CCTV) systems on or in the common property, including functions incidental to the same.
- 6.2 Without limiting its functions under this by-law, the Owners Corporation may determine from time to time by whom and on what basis the CCTV system may be accessed, and recordings made, stored and retrieved.

7 Special By-Law – Parking

Parking restrictions

- 7.1 Owners and occupiers of lots must not park, stand, rest, leave or keep (“Park”) vehicles:
- (a) in the visitors car spaces (nor facilitate any person who is not a genuine visitor to the parcel to so Park a vehicle);

- (b) in a commercial car space (if that owner or occupier is an owner or occupier of a residential lot);
- (c) in the car space of lot that is not the lot of that owner or occupier; nor
- (d) on any part of the common property that is not a car space (nor facilitate any person who is not an owner or occupier of a lot to so Park a vehicle).

Remedies

- 7.2 If an owner or occupier Parks a vehicle in contravention of clause 7.1 (or facilitates any person to so Park a vehicle) the owners corporation may give that owner or occupier a notice under this clause 7.2 ("**Strike Notice**") to the effect that the owners corporation has formed the view that they have breached this by-law and the effect of clause 7.3 below.
- 7.3 If a vehicle remains Parked in contravention of this by-law for 24 hours or more following the giving of a Strike Notice under this by-law, the owners corporation may in its absolute sole discretion do any or all of the following:
- (a) prevent that owner or occupier from accessing the car park for a continuous period of no more than 48 hours, including without limitation where the vehicle that remained Parked in contravention of this by-law was not that of the owner or occupier but was that of a person who was not a genuine visitor to the parcel whom the owner or occupier facilitated to so Park ("**Lockout**");
 - (b) erect a temporary barricade to prevent a vehicle Parked by that owner or occupier in a visitors car space from leaving that space ("**Block In**"); or
 - (c) arrange for a vehicle of that owner or occupier that is Parked in contravention of this by-law to be towed off the parcel and onto a public street ("**Tow Away**").
- 7.4 The giving of a Strike Notice does not depend on the owner or occupier to whom that notice is given actually having breached any by-law of the strata scheme.
- 7.5 Owners and occupiers of lots:
- (a) acknowledge and agree that a Lockout, a Block In or a Tow Away is not a penalty for breach of a by-law;
 - (b) waive any right of use or access to their lots or their vehicles to the extent required to put effect to a Lockout, a Block In or a Tow Away;
 - (c) agree to the owners corporation putting effect to a Lockout, a Block In or a Tow Away in accordance with this by-law; and
 - (d) acknowledge and agree that this by-law is an agreement or arrangement in place with respect to any vehicle the subject of this by-law as contemplated by Section 651C of the Local Government Act 1993.
- 7.6 If the owners corporation Blocks In or Tows Away a vehicle the owners corporation must not:
- (a) fail to release the vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or
 - (b) demand any payment for or in relation to the release of the vehicle.

Abandoned Vehicles

- 7.7 Without limiting any other provisions of this by-law, if any vehicle of an owner or occupier is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:
- (a) The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause 7.7.
 - (b) The Uncollected Goods are immediately ready for delivery to the owner or occupier and must be collected by them within 1 calendar month of being so bailed to the owners corporation.

- (c) The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to the owner or occupier for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).
- (d) After the expiration of the period within which the Uncollected Goods must be collected by the owner or occupier, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.
- (e) This clause 7.7 operates as an agreement between the relevant owner or occupier of a lot and the owners corporation as to the disposal of uncollected goods within the meaning of section 6 (1) of the Uncollected Goods Act 1995.

Provision of information

- 7.8 Owners and occupiers must provide the owners corporation with the vehicle registration plate details of each vehicle in their ownership, possession or control from time to time.
- 7.9 The owners corporation is to keep and use the information gathered pursuant to clause 7.8 only for the purpose of monitoring and/or enforcing breaches of by-laws of the strata scheme relating to parking and must comply with all requirements of law in gathering, storing, using or releasing that information.

Giving of Strike Notices

- 7.10 A Strike Notice is deemed to have been properly given under this by-law if:
 - (a) It is left on the offending vehicle, including without limitation under a windscreen wiper or affixed by means of tape to the windscreen; and
 - (b) It contains the following words:

STRIKE NOTICE

The owners corporation of this strata scheme has formed the view that you parked a vehicle in contravention of the Parking Restrictions and/or in breach of the by-law of the strata scheme which regulates parking. This notice is a "Strike Notice" within the meaning of that by-law and those Parking Restrictions.

If a vehicle remains parked in contravention of that by-law and/or those Parking Restrictions for 24 hours or more following the giving of this Strike Notice, the owners corporation may in its absolute sole discretion do any or all of the following:

- (c) *prevent you from accessing the car park for a continuous period of no more than 48 hours (or if you are not an owner or occupier, may so prevent any owner or occupier who facilitated your contravention) ("Lockout");*
- (d) *erect a temporary barricade to prevent a vehicle parked by you in a visitors car space from leaving that space ("Block In"); or*
- (e) *arrange for a vehicle of yours that is parked in a visitors car space to be towed off the Property and onto a public street ("Tow Away").*

Signage

- 7.11 The owners corporation may erect a sign on the common property to the following effect:

PARKING RESTRICTIONS

IN CONSIDERATION OF THE OWNERS CORPORATION OF THIS PROPERTY ALLOWING YOU TO ENTER ITS LAND YOU AGREE TO THE FOLLOWING TERMS.

IF YOU ACCEPT THIS OFFER TO ENTER THE OWNERS CORPORATION'S LAND THESE TERMS FORM A CONTRACT BETWEEN YOU AND THE OWNERS CORPORATION OF THIS PROPERTY.

BY ENTERING THE OWNERS CORPORATION'S LAND YOU ACCEPT THIS OFFER ON ITS TERMS.

IF YOU DO NOT ACCEPT THIS OFFER YOU MUST NOT ENTER THE OWNERS CORPORATION'S LAND.

THE NAME OF THE OWNERS CORPORATION OF THIS LAND IS "THE OWNERS – STRATA PLAN NO 90880".

WARNING: THESE TERMS SERIOUSLY AFFECT YOUR RIGHTS.

Visitors' car parking at this property is solely for the use of visitors to the property.

It is not for the use of owners or occupiers of lots at the property nor others.

Commercial parking spaces are solely for the use of commercial lots. Car spaces of lots are solely for the use of those lots.

All car parking may only occur in marked bays.

If you are not a visitor to the property and you park in the visitors car parking, or you otherwise park in an area that is not a parking space, or in a space that is a commercial space (if you are a residential lot owner or occupier), or in the car space of another lot, the owners corporation of this property may take steps including:

- *Blocking in your vehicle.*
- *Suspending any right of access to the car park you may have.*
- *Towing your vehicle off the property and onto the public street.*

*Prior to taking such action the owners corporation may give you a notice, including by way of placing it on your vehicle, of its intention to do so ("**Strike Notice**"). That notice may refer to this contract as the "**Parking Restrictions**".*

If you are an owner or occupier these terms are subject to any relevant provision of the by-laws of the strata scheme. Those by-laws set out further matters regarding your rights and obligations.

If the owners corporation blocks in or tows away your vehicle, the owners corporation must not:

- (a) *fail to release a vehicle on demand to any person having a lawful right to the possession or control of the vehicle; or*
- (b) *demand any payment for or in relation to the release of the vehicle.*

THESE TERMS ARE AN AGREEMENT OR ARRANGEMENT IN FORCE WITH RESPECT TO YOUR VEHICLE FOR THE PURPOSES OF SECTION 651C OF THE LOCAL GOVERNMENT ACT 1993.

Abandoned vehicles

*Without limiting any other rights of the owners corporation under these Parking Restrictions, if your vehicle is, without the written consent of the owners corporation, left on the common property for a continuous period of 2 weeks ("**Uncollected Goods**"), then:*

- (a) *The Uncollected Goods are thereupon bailed to the owners corporation upon the terms of this clause.*
- (b) *The Uncollected Goods are immediately ready for delivery to you and must be collected by you within 1 calendar month of being so bailed to the owners corporation.*

- (c) *The owners corporation is not, despite such bailment, obligated to care for or protect the Uncollected Goods in any way, and is not liable to you for any costs, loss, damage, liability or claim howsoever arising in connection with the Uncollected Goods (even if arising due to the negligent or deliberate act or omission of the owners corporation).*
- (d) *After the expiration of the period within which the Uncollected Goods must be collected by you, the owners corporation may dispose of those Uncollected Goods by any lawful means and have any money or other benefit obtained in so doing.*

THIS CLAUSE OPERATES AS AN AGREEMENT BETWEEN YOU AND THE OWNERS CORPORATION AS TO THE DISPOSAL OF UNCOLLECTED GOODS WITHIN THE MEANING OF SECTION 6 (1) OF THE UNCOLLECTED GOODS ACT 1995.

Miscellaneous

- 7.12 In addition to its other functions, the owners corporation has the functions necessary for it to exercise its rights and meet its obligations under this by-law.
- 7.13 The owners corporation makes the offer in the terms of the sign set out in clause 7.11 according to its terms. The owners corporation has the functions necessary for it to exercise its rights and meet its obligations under a contract coming into existence by way of acceptance of that offer on its terms.
- 7.14 This by-law sets out the terms of an agreement between owners, occupiers and the owners corporation for the provision of parking services by the owners corporation to owners and occupiers as contemplated by section 111 of the Strata Schemes Management Act 1996 on the conditions set out herein.

Recovery of costs

- 7.15 An owner or occupier of a lot must indemnify the owners corporation immediately on demand for any costs or damages incurred by the owners corporation as a result of a breach of this by-law by an owner or occupier of a lot, including costs incurred in enforcement of this by-law against such an owner or occupier of a lot. For the purposes of this clause, a breach by an occupier of a lot, and enforcement against an occupier of a lot, is also deemed to be a breach by the owner of that lot, and enforcement against the owner of that lot.
- 7.16 The amount of the liability of an owner or occupier of a lot under the indemnity in the preceding clause is recoverable as if it was a debt due and payable to the owners corporation.
- 7.17 A debt due from an owner to the owners corporation in connection with this by-law:
 - (a) bears interest as if it was an unpaid contribution; and
 - (b) may be recovered by the owners corporation as if it was an unpaid contribution, including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection with this by-law.*

8 Special By-Law – Definitions and Interpretation for Special By-Laws 1 through 7 inclusive

8.1 Interpretation

In Special By-Laws 1 through 7 inclusive, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document, includes any amendment, replacement or novation of it;
- (c) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (d) any reference to legislation includes any amending or replacing legislation;
- (e) any reference to legislation includes any subordinate legislation or other instrument created thereunder; and
- (f) a term defined in the Strata Schemes Management Act 1996 or Strata Schemes (Freehold Development) Act 1973 will have the same meaning.

8.2 Conflict

- (a) To the extent that any term of Special By-Laws 1 through 7 inclusive are inconsistent with the Strata Schemes Management Act 1996 or any other Act or law it is to be severed and Special By-Laws 1 through 7 inclusive will be read and be enforceable as if so consistent.
- (b) To the extent that Special By-Laws 1 through 7 inclusive are inconsistent with any other by-law of the Strata Scheme the provisions of Special By-Laws 1 through 7 inclusive prevail to the extent of that inconsistency.

8.3 Liability for occupiers and invitees

Except as otherwise provided in Special By-Laws 1 through 7 inclusive, and without limiting those by-laws:

- (a) The owner of a lot is liable for the acts and omissions of the occupier of their lot as fully as if that occupier was that owner and that act or omission was the act or omission of that owner.
- (b) Where an occupier of a lot has an obligation under Special By-Laws 1 through 7 inclusive, the owner of that lot must ensure compliance by that occupier with that obligation and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.
- (c) The owner and occupier of a lot must ensure that their invitees comply with the obligations of owners or occupiers of lots under Special By-Laws 1 through 7 inclusive (so far as those obligations are capable of such application) as if those invitees were owners and occupiers of lots and additionally (as a separate obligation) must use their best endeavours to ensure such compliance.

8.4 Definitions

In Special By-Laws 1 through 7 inclusive, unless the context otherwise requires:

building means all buildings in the strata scheme;

common property means the common property in the strata scheme;

lot means a lot in the strata scheme;

Management Act means the Strata Schemes Management Act 1996;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;

- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (d) the owner of a lot, but only in relation to the lot owned by that owner;
- (e) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (f) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

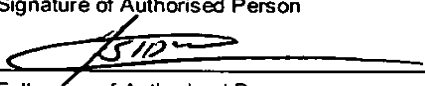
property means the land and buildings the subject of the strata plan;

strata scheme means the strata scheme relating to the strata plan; and

strata plan means strata plan number 90880.

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 90880** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person Matthew Smith
Capacity of Authorised Person Strata Manager
Address of signatory 1/312 Macquarie St, Liverpool

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



Date of affixing of the Seal

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Approved Form 10

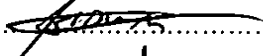
Certificate re Initial Period


The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

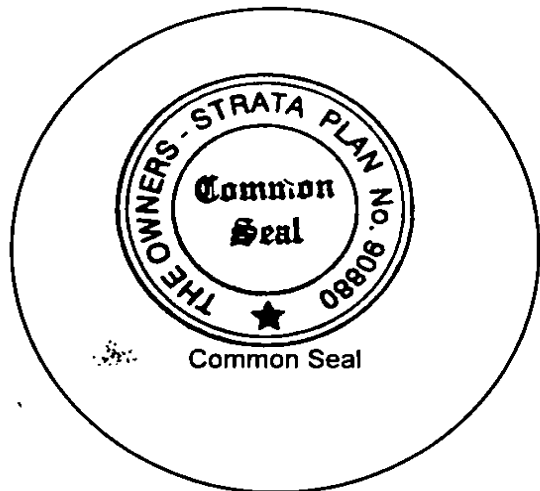
The seal of The Owners—Strata Plan No 90880 was affixed on ^ 14th November 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:  Name: Matthew Fida Authority: Strata Manager

Signature:  Name: Wesley De Torres Authority: Strata Assistant

^ Insert appropriate date

* Strike through if inapplicable



Issue Date: 18 November 2019
Application Number: 201903611
Receipt Number: 4554847

The Shire Conveyancer
PO Box 1033
CRONULLA NSW 2230

Your Reference: ROSIER LOT 108

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

Property Address: 108/3-17 Queen Street
CAMPBELLTOWN NSW 2560

Property Description: Lot 108 SP 90960

As at the date of issue, the following matters apply to the land subject of this certificate:

**INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT 1979 (the Act)**

PART 1 – Names of relevant planning instruments and DCPs

Planning Instrument: Campbelltown LEP 2015

Effect: B4 Mixed Use

- (1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

Local environmental plans (LEPs) and deemed environmental planning instruments

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

State environmental planning policies (SEPPs)

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.44 – Koala Habitat Protection

SEPP No.50 – Canal Estate Development
SEPP No.55 – Remediation of Land
SEPP No.64 – Advertising and Signage
SEPP No.65 – Design Quality of Residential Apartment Development
SEPP No.70 – Affordable Housing (Revised Schemes)
SEPP (Housing for Seniors or People with a Disability) 2004
SEPP No.19 - Bushland in Urban Areas
SEPP (Vegetation in Non-Rural Areas) 2017
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (State Significant Precincts) 2005
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007
SEPP (Infrastructure) 2007
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Affordable Rental Housing) 2009
SEPP (State and Regional Development) 2011
SEPP (Educational Establishments and Child Care Facilities) 2017
Greater Metropolitan REP No.2 - Georges River Catchment

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

- (2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

Draft local environmental plans (LEPs)

None

For further information about these draft local environmental plans, contact Council's Environmental Planning Section on (02) 4645 4608.

Draft State environmental planning policies (SEPPs)

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

- (3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

**PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

For further information about these development control plans, contact Council's Environmental Planning Section on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

PART 2 – Zoning and land use under relevant LEPs

- a) The following zone(s) apply to the land subject of this certificate:

B4 Mixed Use

- b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

- c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

- d) The purposes for which the plan or instrument provides that development is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.
- e) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the attached copy of the plan or instrument. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

- f) The land subject of this certificate does not include or comprise critical habitat.
- g) The land subject of this certificate is not in a conservation area (however described).
- h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

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

None

PART 3 – Complying development

- (1) Complying development may be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Commercial and Industrial (New Buildings and Additions) Code – on all of the land

Fire Safety Code – on all of the land

Container Recycling Facilities Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

- (2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Low Rise Medium Density Housing Code – on any part of the land

(Note: implementation of the Low Rise Medium Density Housing Code within the Campbelltown Local Government Area has been deferred until 1 July 2020.)

Greenfield Housing Code – on any part of the land

(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

PART 4 – Coastal protection

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

PART 5 – Mine subsidence

The land subject of this certificate is not within a proclaimed Mine Subsidence District within the meaning of the Coal Mine Subsidence Compensation Act 2017.

PART 6 – Road widening and road realignment

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

PART 7 – Council and other public authority policies on hazard risk restrictions

- a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.
- b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated December 2006 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.
- c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.
- d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.
- e) Council has adopted by resolution a policy on contaminated land which may restrict the development of the land subject of this certificate. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

PART 7A – Flood related development controls information

- (1) Development on all or part of the land subject of this certificate for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related controls.
- (2) Development on all or part of the land subject of this certificate for any other purpose is subject to flood related development controls.

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

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

PART 8 – Land reserved for acquisition

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

PART 9 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Contributions Plan – Public Car Parking Facilities (Campbelltown and Ingleburn Business Centres)
Campbelltown Local Infrastructure Contributions Plan 2018

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4608.

PART 9A – Biodiversity certified land

The land subject of this certificate is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

PART 10 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

Please note that biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

PART 10A – Native vegetation clearing set asides

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notified of the existence of such a set aside area by Local Land Services or it is registered in the public register under that section).

PART 11 – Bush fire prone land

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

PART 12 – Property vegetation plans

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

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

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

PART 14 – Directions under Part 3A

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

PART 15 – Site compatibility certificates and conditions for seniors housing

- a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

PART 16 – Site compatibility certificates for infrastructure

No valid site compatibility certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

PART 17 – Site compatibility certificates and conditions for affordable rental housing

- (1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.
- (2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

PART 18 – Paper subdivision information

- (1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.
- (2) No subdivision order applies to the land subject of this certificate.

PART 19 – Site verification certificates

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

PART 20 – Loose-fill asbestos insulation

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information contact NSW Fair Trading (www.fairtrading.nsw.gov.au)

PART 21 – Affected building notices and building product rectification orders

- (1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.
- (2)
 - (a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.
 - (b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997

- (a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.



Jim Baldwin, per
Director City Development

Attachment 1

Campbelltown Local Environmental Plan 2015

Zone B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To encourage the timely renewal and revitalisation of centres that are undergoing growth or change.
- To create vibrant, active and safe communities and economically sustainable employment centres.
- To provide a focal point for commercial investment, employment opportunities and centre-based living.
- To encourage the development of mixed-use buildings that accommodate a range of uses, including residential uses, and that have high residential amenity and active street frontages.
- To facilitate diverse and vibrant centres and neighbourhoods.
- To achieve an accessible, attractive and safe public domain.

2 Permitted without consent

Nil

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Function centres; Helipads; Home businesses; Home occupations; Hotel or motel accommodation; Information and education facilities; Medical centres; Mortuaries; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Serviced apartments; Shop top housing; Signage; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>

Attachment 2

Campbelltown Local Environmental Plan 2015

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,
 - (b) to ensure that the density of settlement will be compatible with the objectives of the zone,
 - (c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,
 - (d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,
 - (e) to facilitate viable agricultural undertakings,
 - (f) to protect the curtilage of heritage items and heritage conservation areas,
 - (g) to facilitate a diversity of housing forms.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.
- (4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.
- (4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows:
 - (a) to provide for the proper and orderly development of land,
 - (b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,
 - (c) to protect the curtilage of heritage items and heritage conservation areas.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones:
 - (a) Zone RU2 Rural Landscape,

- (b) Zone R2 Low Density Residential,
 - (c) Zone R3 Medium Density Residential,
 - (d) Zone R5 Large Lot Residential,
 - (e) Zone E3 Environmental Management,
 - (f) Zone E4 Environmental Living.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

4.1A Maximum dwelling density in certain residential areas

- (1) The objectives of this clause are as follows:
- (a) to restrict the dwelling yield on certain land,
 - (b) to ensure that infrastructure is not overburdened,
 - (c) to provide for a diversity of dwelling types.
- (2) This clause applies to land identified as “Restricted dwelling yield” on the Restricted Dwelling Yield Map.
- (3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

Column 1	Column 2
“Area 1” on the Restricted Dwelling Yield Map, being land at Airds-Bradbury	2104
“Area 2” on the Restricted Dwelling Yield Map, being land at Claymore	1490
“Area 3” on the Restricted Dwelling Yield Map, being land at the Western Sydney University	850

4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

- (1) The objectives of this clause are as follows:
- (a) to achieve planned residential density in certain zones,
 - (b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,
 - (c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,
 - (d) to prevent the fragmentation of land.
- (2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.
- (3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that

are less than the minimum lot size shown on the Lot Size Map in relation to that land if:

- (a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and
- (b) the lot size of each resulting lot will be at least 300 square metres, and
- (c) the subdivision will not result in more than one principal dwelling on each resulting lot.

4.1C Minimum qualifying site area and lot size for certain residential and child care centre development in residential zones

- (1) The objectives of this clause are as follows:
 - (a) to achieve planned residential densities in certain zones,
 - (b) to achieve satisfactory environmental and infrastructure outcomes,
 - (c) to minimise any adverse impact of development on residential amenity,
 - (d) to minimise land use conflicts.
- (2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.
- (3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

Column 1	Column 2	Column 3	Column 4
Dwelling house	Zone R2 Low Density Residential	500 square metres	500 square metres
Dual occupancy	Zone R2 Low Density Residential	700 square metres	300 square metres
Semi-detached dwelling	Zone R2 Low Density Residential	700 square metres	300 square metres
Attached dwelling	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Multi dwelling housing	Zone R2 Low Density Residential	1,000 square metres	300 square metres
Child care centres	Zone R2 Low Density Residential or Zone R3 Medium Density Residential	800 square metres	N/A
Residential flat buildings	Zone R4 High Density Residential	1,200 square metres	1,200 square metres

4.1D Minimum lot sizes for certain land uses in certain environment protection zones

- (1) The objectives of this clause are as follows:
 - (a) to allow for certain non-residential land uses,
 - (b) to minimise any adverse impact on local amenity and the natural environment,
 - (c) to achieve satisfactory environmental and infrastructure outcomes,
 - (d) to minimise land use conflicts.
- (2) This clause applies to land in the following zones:
 - (a) Zone E3 Environmental Management,
 - (b) Zone E4 Environmental Living.
- (3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

Column 1	Column 2	Column 3
Animal boarding or training establishments	Zone E3 Environmental Management	5 hectares
Educational establishments	Zone E3 Environmental Management or Zone E4 Environmental Living	10 hectares
Places of public worship	Zone E3 Environmental Management	10 hectares

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone RU6 Transition.

Note. When this Plan was made it did not include all of these zones.
- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

Note. A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

- (1) The objectives of this clause are as follows:
 - (a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,
 - (b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,
 - (c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management,
 - (c) Zone E4 Environmental Living.
- (3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land:
 - (a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or
 - (b) is a lot created under this Plan (other than clause 4.2 (3)), or
 - (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or
 - (d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (e) is an existing holding, or
 - (f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
 - (i) a minor realignment of its boundaries that did not create an additional lot, or
 - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
 - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

Note. A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

- (4) Development consent must not be granted under subclause (3) unless:
 - (a) no dwelling house or dual occupancy (attached) has been erected on the land, and
 - (b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

- (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.
- (5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).
- (6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.
- (7) In this clause:

existing holding means land that:

- (a) was a holding on the relevant date, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

relevant date means:

- (a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan:
 - (i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or
 - (ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or
 - (iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or
- (b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or
- (c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or
- (d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or
- (e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or
- (f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

Note. The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

4.2B Erection of rural workers' dwellings on land in Zones RU2 and E3

- (1) The objectives of this clause are as follows:
 - (a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,
 - (b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU2 Rural Landscape,
 - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and
 - (b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and
 - (c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and
 - (d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and
 - (e) there will be not more than one rural worker's dwelling on the lot, and
 - (f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and E3

- (1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision:
 - (a) *Campbelltown Local Environmental Plan No 1*,
 - (b) *Interim Development Order No 15—City of Campbelltown*.
- (2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that:
 - (a) was in existence on 26 June 1981, and
 - (b) is in Zone E3 Environmental Management, and
 - (c) has an area of at least 10 hectares.
- (3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the

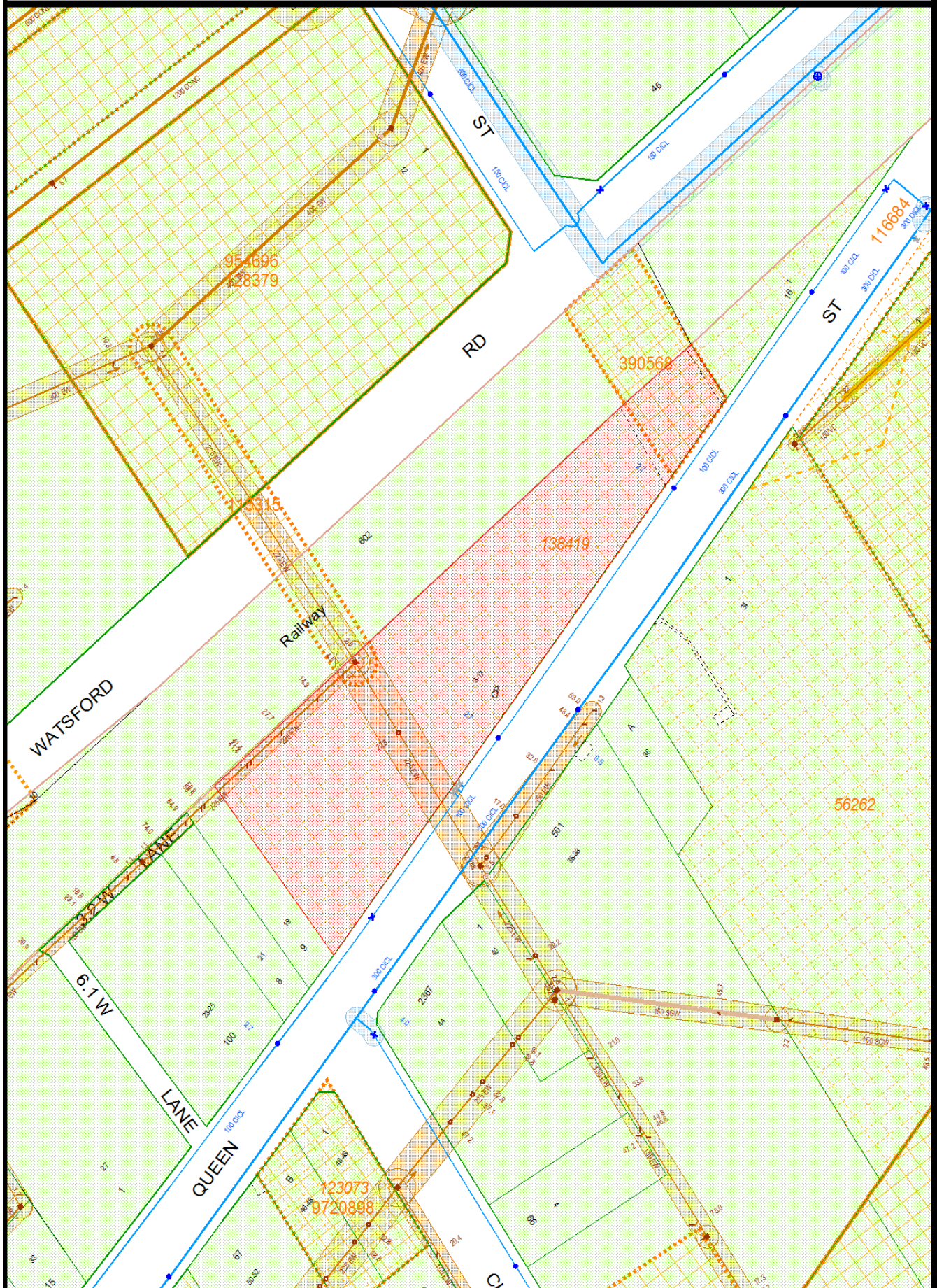
- creation of only 2 lots, each of which must have an area of at least 2 hectares.
- (4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that:
- (a) was in existence on 18 July 1973, and
 - (b) is in Zone RU2 Rural Landscape.
- (5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by:
- (a) the person who owned the land on 18 July 1973, or
 - (b) a relative of that owner, or
 - (c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.
- (6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed:
- (a) if the land to be subdivided had an area of less than 10 hectares—nil, or
 - (b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or
 - (c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or
 - (d) if the land to be subdivided had an area of at least 80 hectares—3.

4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4

- (1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.
- (2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.
- (3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.
- (4) Development consent must not be granted under this clause unless the consent authority is satisfied that:
- (a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and
 - (b) each lot to be created by the subdivision contains a suitable land area for:
 - (i) a dwelling house, and
 - (ii) an appropriate asset protection zone relating to bush fire hazard, and

- (iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and
 - (iv) other services related to the use of the land for residential occupation, and
- (c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and
- (d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

***NOTE:** A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: <http://www.legislation.nsw.gov.au>*



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

Standard Form Residential Tenancy Agreement

THIS AGREEMENT is made on 27/03/19 at 108/3-17 QUEEN ST, CAMPBELLTOWN
BETWEEN

Landlord [Insert name of landlord (s) and contact details]

Name(s): Anthony & Sonia Rosier Pty Ltd - Anthony and Sonia Rosier

Address for services of notices (can be agent's address) PO Box 1197 Menai Central NSW 2234

Phone (of landlord or agent): 0418 965 756

Tenant [Insert name of tenant(s) and contact details]

Name(s):

Nasir Uddin Ahmed & Tanjima Akter

Address (for services of notices if different to address of premises, e.g. business address):

Home Phone:

Work Phone:

Home Fax:

Work Fax:

Mobile:

0478775468

Email:

Nasir@croftland.com.au

Landlord's agent details [Insert name of landlord's agent (if any) and contact details]

Name: BC Property Agents

Address: ~~2234~~

Bangor

2234

Phone: 0418 965 756

Fax: 02 9475 4002

Email: bruno@bcproperty.com.au

Tenant's agent details [Insert name of tenant's agent (if any) and contact details]

Name:

Address:

Phone:

Fax:

Email:

Term of agreement

The term of this agreement is: 6 weeks/months/years
starting on 27.03.2019 and ending on 26.09.2019 (cross out if not applicable)

This fixed term agreement will continue as a periodic tenancy after the end of the fixed term on the same terms as immediately before the end of the fixed term pursuant to s.18.

If a party wishes to bring the tenancy to an end on the fixed term expiry date then the Landlord must give the tenant during the fixed term, a termination notice that specifies a date that is on or after the end of the fixed term not earlier than 30 days after the day on which the notice was given.

Residential premises

The residential premises are [Insert address]

108/3-17 Queen Street, Campbelltown NSW 2560

The residential premises include: [Include any additional matters, such as a parking space or furniture provided]

TANNA

Rent

The rent is \$ 430.00 per week payable in advance starting on 27.03.2019
(rent payment must be always a week in advance)

The method by which the rent must be paid:

- (a) to BC Property Agents at ANZ
by cash or cheque, or
- (b) into the following account, or any other account nominated by the landlord:
- BSB number: 012-341
Account number: 287 173 442
Account name: BC Property Agents
Payment reference: Please use your mobile phone number as a reference , or

(c) As follows:

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

Rental bond (*Cross out if there is not going to be a bond*)

A rental bond of \$ 1,720.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION**Maximum number of occupants**

No more than 03 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: milena@bcproperty.com.au

Telephone: 0425 901 084

Plumbing repairs: as above

Telephone:

Other repairs: as above

Telephone:

Water usage

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

Yes ☒ No ☐

If yes, see clauses 11 and 12.

Strata by-laws

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

Yes ☒ No ☐

If yes, see clause 35.

Condition report

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

Tenancy laws

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

TH NA

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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
 - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

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

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

RENT REDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or

- 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

9. **The landlord agrees** to pay:
 - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
 - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
 - 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
 - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**
 - 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
 - 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

TA NA

- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 16. The tenant agrees:**
- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

Note. The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows:

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

The landlords emergency tradespeople are listed on the front page of your lease, please contact the landlords tradespeople in an emergency.

SALE OF THE PREMISES

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. **The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
22. **The landlord and tenant agree:**
- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the NSW Civil and Administrative Tribunal (NCAT) so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

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

30. The tenant agrees:

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

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

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Tick here ☒ and cross out clause if not applicable]

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

MITIGATION OF LOSS

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the landlord 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

[Tick here ☒ and cross out clause if no rental bond is payable]

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

SMOKE ALARMS

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

SWIMMING POOLS

[Tick here ☐ and cross out clause if there is no swimming pool]

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

~~40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate with the meaning of that Act, and~~

~~40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

LOOSE-FILL ASBESTOS INSULATION

40B. The landlord agrees:

- 40B.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
- 40B.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.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.] (tenant initials)

ADDITIONAL TERM—BREAK FEE

[Tick here ☒ and cross out clause if not applicable]

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

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

TA NA

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

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord, 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.

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

ADDITIONAL TERM—PETS

[Tick here ☒ and cross out clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

[Tick here ☐ and cross out clause if not applicable]

~~**44. The landlord agrees** that the tenant may keep the following animals on the residential premises:~~

[Tick here ☐ and cross out clause if not applicable]

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

ADDITIONAL TERM – CONDITION REPORT FROM PRECEDING AGREEMENT

46. If this agreement is the renewal of a pre-existing tenancy agreement for the property between the landlord and tenant then the landlord and tenant agree to use the condition report for the preceding residential tenancy agreement entered into by the tenant and dated to form part of this tenancy agreement.

ADDITIONAL TERM – SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

47. The tenant agrees to comply with the by-laws and or management statements that apply to the premises.

47.1 Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989* does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

ADDITIONAL TERM - HEALTH ISSUES

48. The tenant agrees to:

48.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and

48.2 keep the premises clear of any pests and vermin, and

48.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

ADDITIONAL TERM - NO SET OFF

49. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

ADDITIONAL TERM - PROCEDURE ON TERMINATION

50. The tenant shall upon termination of this agreement:

50.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the NSW Civil and Administrative Tribunal (NCAT) to recover the occupation fee and/or compensation from the tenant, and

50.2 provide a forwarding address to the landlord.

ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

51. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or

analogue television and the tenant leases the property relying on his or her own enquiries.

ADDITIONAL TERM – CARE OF SWIMMING POOL

52. Unless the landlord and tenant have agreed in writing to contrary the following clause applies in the event the property being leased includes a swimming pool.

52.1 The tenant will daily or as often as necessary vacuum and clean away leaves and other debris;

52.2 The tenant will daily or as often as necessary brush the walls of the pool to remove any build-up of slime or other such moulds;

52.3 The tenant will regularly inspect the leaf baskets and remove any build-up of debris;

52.4 The tenant will regularly carry out a backwash of the pool filters;

52.5 The tenant will maintain the cleanliness and clarity of the water by testing the pool water each month and purchase and apply the recommended chemicals as needed.

52.6 The tenant will ensure the level of the water in the pool remains above the filter inlet at all times.

52.7 The tenant will inform the landlord or the landlord's agent as soon as possible of any problems with the pool or pool equipment;

52.8 The tenant will never interfere with or alter the operation of any safety fence or gate by such means as propping the gate open or in any way allowing unhindered access to the pool; and

52.9 The tenant will never leave any kind of item near the safety gate or fence which would permit a child to gain access to the pool area.

52.10 The Tenant hereby acknowledged that they have received a copy of the Swimming Pool Compliance Certificate at the time of executing this Agreement.

NON-URGENT REPAIRS

53. The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am – 5 pm Monday to Friday.

SMOKING

54. The tenant hereby agrees that no smoking is allowed inside the residential premises. If the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. The tenant will be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property. If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

DISHONORED PAYMENTS

55. The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

GROUND AND GARDENS

56. The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the property.

ASBESTOS

57.1 The landlord states that this property may contain Asbestos. Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's – 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is highly likely that it would have materials containing asbestos. Between 1980's and 1990's it is likely that it would have material containing asbestos. After 1990's, it is highly unlikely it would have materials containing asbestos.

57.2 The tenant hereby agrees that they will notify the landlord if any surface and or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlords agent.

ADDITIONAL TERM – INSURANCE

58. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

ADDITIONAL TERM – TENANCY DATABASES

59. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal (NCAT).

SCHEDULE 2 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES (CLAUSE 27)

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, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (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.

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. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

12. 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.

13. 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.

14. Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owner's 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.

15. 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.

16. 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.

17. Keeping of animals

refer to clauses 43-45 concerning pets.

18. 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

19. 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).

20. Provision of amenities or services

- (1) The owner's 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.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21. 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.

22. Service of documents on owner of lot by owners corporation

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

Notes.

1. Definitions

In this agreement:

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

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

- (a) the letting of residential premises, or

- (b) the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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.

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

6. Warning

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

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

In the presence of

Milena Sales

Name of Witness

SIGNED BY THE TENANT

In the presence of

Joel Lamb

Name of Witness

Bruno Calzapietra

Signature of Landlord or Authorised to sign for and on behalf of
the Landlord

Tanjima

Signature of Tenant

Milena Sales

Signature of Witness

Joel

Signature of Witness

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

Tanjima

Signature of Tenant

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

NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

your local Tenants Advice and Advocacy Service at www.tenants.org.au

T A N A

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (the *New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

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.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- ☒ I have read the lease and asked questions if there were things I did not understand.
- ☒ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☒ I know 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 know that any additional terms to the lease must be negotiated before I sign.
- ☒ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- ☒ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☒ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☒ the cost of preparing my lease
- ☒ the initial supply of keys and security devices to each tenant named on the lease.

TANA

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (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 NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years

- 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 council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- 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.
- Keep a copy of your lease, 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 it later.

TANA

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- 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 place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to 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. Go to the Tenants Union website at

T A N A

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

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

Applications, Orders etc

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

Owners Corporation management

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

Capacity

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

Requisitions and transfer

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