

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	PRD Real Estate Penrith 1/27 Lawson Street, Penrith, NSW 2750	Phone: 4732 3711
co-agent		
vendor	David Younan and Julie Rose Younan 4 Springwood Avenue, Springwood, NSW 2777	
vendor's solicitor	Jackie Gardner Conveyancing Shop 7B, 150 Great Western Highway, Blaxland NSW 2774	Phone: 0419 433 813 Email: jackie@jgconveyancing.com Fax: (02) 8624 4709 Ref: JG:22542
date for completion land (address, plan details and title reference)	42nd day after the contract date 11/32-34 Springwood Avenue, Springwood, New South Wales 2777 Registered Plan: Lot 11 Plan SP 63854 Folio Identifier 11/SP63854	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> other: smoke alarm	<input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4)

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

STSM Strata Management ph: 4721 2444

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

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 and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* 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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 11, 32-34 SPRINGWOOD AVE SPRINGWOOD NSW
2777

ADDITIONAL SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

In the event there is any inconsistency with the printed clauses of the standard form or Contract for the Sale of Land - and these additional conditions, the additional conditions will prevail.

Amendments to Printed Clauses

1. The following amendments are to be made to the printed clauses of this Contract:
 - (a) In Clause 7.1.1 the amount of 5% is to be deleted and replaced with 1%.
 - (b) In Clause 9.1 insert to the end thereof the words “and if the deposit is less than 10% of the price recover the difference between 10% of the price and the deposit”.
 - (c) In Clause 14.2.1 ‘at least 2 business days’ is deleted and replaced with ‘5 business days’ and the following additional sentence is inserted “The Purchaser agrees to pay as an allowance to the Vendor the sum of \$165.00 (inclusive of GST) for any delay in service of the adjustment figures’.
 - (d) In Clause 18 insert at the end of 18.1 “the Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property”.
 - (e) Delete Clause 23.13 and replaced with “The Purchaser must obtain a Section 184 Certificate, or information Certificate for the lot, at least 10 days before the completion date, and a copy is to be served on the Vendors Conveyancer by email at least 7 days prior to completion”.
 - (f) In Clause 24, the following sub-clause is added:

“Clause 24.4.6 Should any tenant have terminated the lease or vacated the property prior to settlement, the Purchaser shall not be entitled to rescind, terminate, make objection, raise any requisitions, claim for compensation or delay completion for any reason by virtue of the disclosure made pursuant to this Special Condition”.

Purchaser’s acknowledgement

2. The Purchaser acknowledges and warrants that:
 - 2.1 The Purchaser is purchasing the property as a result of the Purchaser’s own inspection and in its present condition and state of repair.
 - 2.2 The Purchaser does not rely upon any warranty or representation made to them by, or on behalf of, the Vendor, except as provided for in this Contract, and they rely on their own enquiries in relation to all matters affecting the property whether or not disclosed before entering into this Contract.
 - 2.3 The Purchaser is purchasing the property subject to:
 - (a) All defects, both latent and patent;

- (b) Any infestations or dilapidation;
- (c) All existing water, sewerage, drainage, plumbing services, utility services and any other installations or services in respect of the property;
- (d) Any underground or surface stormwater drain passing through or over the property;
- (e) Any non-compliance with the *Swimming Pools Act 1992* and the Regulations prescribed under that Act in regards to access to the swimming pool and the erection of a warning notice;
- (f) Any non-compliance with the *Local Government Act 1993 (NSW)*.

The Purchaser agrees not to make any requisition, objection or claim for compensation, rescind, terminate or delay settlement arising out of the matters referred to in this special condition.

Agent

3. The Purchaser warrants that they were not introduced to the property or to the Vendor by any other Licensed Real Estate Agent or any other person entitled to claim commission, except for the parties revealed as the Vendor's agent nominated in this Contract. The Purchasers will indemnify the Vendor against any claim for commission by any other Real Estate Agent or any other person, with regard to any commission claimed in breach of their warranty herein together with all costs as may be incurred by the Vendor in defending or settling any such claim. This clause shall not merge upon completion.

Death, Bankruptcy etc

4. Without in any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, it is agreed that if either party, prior to completion:
 - 4.1 Die, be declared bankrupt or incapable at law because of mental illness, then either party may rescind the Contract by notice in writing forwarded to the Solicitor named as the Vendor's and Purchaser's Solicitor in this Contract, and the written Contract shall be at an end and the provisions of Clause 19 shall apply;
 - 4.2 Being a company, be declared bankrupt, resolves to go into liquidation, has a petition for its winding up presented or enters into any scheme of arrangement for creditors under the provisions of the Corporations Law, or if any liquidator, provisional liquidator, receiver or voluntary administrator is appointed, then such party shall be deemed to be in default of this Contract;

Requisitions

5. The form of requisitions to be served by the Purchaser under clause 5.1 shall be in the form of requisitions attached to this Contract and no other.

Release of Deposit

6. The deposit referred to herein shall be released, if required, for the Vendor's use for:
 - 6.1 Payment of rental bond and/or rent, or paid to the Rental Bond Board and shall not be further released without the Purchaser's written consent, or payment to a retirement village, aged care facility, or nursing home or payment of a deposit for the purchase of an alternate property, whether interstate or in New South Wales, provided that such deposit is placed in the Trust Account of a Licensed Real Estate Agent, Licensed Conveyancer or Solicitor, or released to whom the Vendor's Conveyancer may direct.
 - 6.2 To discharge part or all of the mortgage(s) on this property upon completion of this Contract.
 - 6.3 To release any deposit monies held prior to completion, in order to cover the payments required at completion.
 - 6.4 The Purchaser agrees and acknowledges that by their entering into the Contract, they authorise the deposit to be used for the purpose of stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement.
 - 6.5 This Special Condition is sufficient authority to the deposit holder for such release.

Deposit by Instalments

7. In the event that the Purchaser requests, and the Vendor agrees, the Purchaser shall pay the total 10% deposit as specified on the front page of the Contract in two (2) instalments as follows:
 - 7.1 5% upon the date of this Contract.
 - 7.2 5% upon the first to occur of:
 - (a) Completion of this Contract.
 - (b) The date upon which the Vendor terminates this Contract due to default by the Purchaser.

The Purchaser acknowledges that the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this Contract.

Notice to Complete

8. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete and making time of the essence. The parties agree that fourteen (14) days shall be deemed to be a reasonable and sufficient notice for compliance.
9. The Vendor may withdraw any Notice to Complete at any time and may issue a further Notice to Complete.

Liquidated Damages

10. If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as eight per cent (8%)pa interest on the balance of purchase monies, computed at a daily rate which is **inclusive** of the date that completion should have been completed to the **actual** date of completion. It is 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.

Survey

11. If a Survey Report is attached to this Contract, the Vendor gives no warranty as to the accuracy, correctness or completeness of the report. The Purchaser shall make and rely on their own independent enquiries relative to Survey.

Error in Adjustments

12. If any adjustment under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party in writing must make the correct calculation and pay any such amount outstanding within 14 business days. This clause shall not merge on completion.

Building Certificate

13. The Purchaser acknowledges that:
 - (a) The Vendor is not in possession of a Building Certificate and the Purchaser cannot request the Vendor to supply a Building Certificate on or before completion.
 - (b) The Vendor is not required to do any work or expend any money on, or in relation to, the property nor to make application for or to do anything towards obtaining a Building Certificate.
 - (c) If the Purchaser applies for a Building Certificate it must do so at its own cost.
 - (d) If the local Council issues a Building Certificate to the Purchaser but requires work to be carried out, or requires work to be done on the property as a condition of issuing a Building Certificate, the Purchaser must not make any claim against the Vendor or terminate or delay completion of this Contract because of Council's requirement to carry out that work.

- (e) If the local Council refuses or fails to issue the Building Certificate, that refusal or failure will not be a defect in the Vendor's title to the property and the Purchaser must take title despite the Council's refusal or failure.

Fencing

14. Should any fencing be found not to be on its correct boundary, or that any give or take fences exist, or that any boundaries of the property sold are not fenced, the Vendor shall not be liable to make any compensation in respect thereof, or to erect or contribute to the expense of erection of any new fencing on its correct line or otherwise.

Sewerage Service Diagrams

15. The Vendor discloses and the Purchaser acknowledges that the Sewer Service Diagrams annexed to this Contract are the most up to date diagrams as held by the relevant Water Authority, and are the only diagrams available in the ordinary course of administration. The Purchaser acknowledges that the information in the diagrams may not be complete and/or correct. The Purchaser must satisfy themselves regarding all aspects of the connection or otherwise of the property. The Purchaser agrees not to make any requisition, objection or claim for compensation, rescind, terminate or delay settlement in respect of anything referred to or disclosed in the sewerage service and sewer location diagrams attached to the Contract or due to lack of accuracy or completeness of the diagrams.

Order on the Agent

16. The Purchaser, or their representative must, prior to settlement, provide to the Vendor's Conveyancer by email, the Purchaser's '*Order on the Agent*' to be held in escrow pending settlement.

Each party agrees that once the matter has completed in the electronic workspace, that the Order on the Agent shall be issued to the deposit holder by the Vendor's Conveyancer without further authorisation from the Purchaser or their representative.

Electronic Exchange

17. The parties acknowledge and agree that the execution of this Contract may be effected by the use of scanned or photocopy of signatures.
The parties agree that they shall not make any requisition, objection or claim to terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the parties execution of this Contract.
The Purchaser agrees to provide to the Vendor's legal representative a counterpart of the Contract containing the original signature of the parties, and shall bear the date of this Contract, within ten (10) days after the date of this Contract.

DocuSign

18. If either party elects to sign the Contract using DocuSign then the following provisions take effect:
- (a) The parties and their legal representatives agree to accept a DocuSigned counterpart Contract for the purpose of exchange and settlement.
 - (b) The parties agree that their legal representatives have no obligation to provide an original wet signature counterpart Contract.
 - (c) The parties agree that a Contract signed by DocuSign is binding on the parties as if the parties had signed in original format.

Christmas Closure Period 2025-2026

19. Notwithstanding anything else contained within this Contract, the completion of this Contract shall not be required to take place between Wednesday, 24 December 2025 and Wednesday, 14 January 2026 inclusive. Should the completion date fall within this period, the Parties agree that Completion shall take place on Friday, 16 January 2026.
20. Should either party be entitled to serve a Notice to Complete, then such notice will neither be issued or require completion between Wednesday, 24 December 2025 and Wednesday, 14 January 2026, and no default interest shall accrue during this time.
21. If a Contract is exchanged under a cooling off period between Wednesday, 24 December 2025 and Wednesday, 14 January 2026 inclusive, then the cooling off period will be extended until 5.00pm, Thursday, 15 January 2026.

Special Levies

22. This clause applies only if the land (or part of it) is in a Lot, Strata, Neighbourhood or Community Scheme:
- (a) The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of the Contract.
 - (b) Clause 23.5.2 is amended by the deletion of the words 'but is disclosed in this contract'.
 - (c) Clause 23.6 is amended by the deletion of the words 'and is not disclosed in this contract'.
 - (d) Clause 23.6.1 is deleted in its entirety.
 - (e) Delete Clause 23.6.2 and replace with 'the Purchaser is solely liable for it if levied or payable before or after the contract date, even if it is payable by instalments'.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the 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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing 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?

Survey and building

13. 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 and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.
16. 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?

17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. 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

- 25. 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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 completion date.

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 subclause (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 OR the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, 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 subclause (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 subclause (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 ether material on common property

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

10. Drying of laundry items

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

11. Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass
- (b) that glass or part of the glass cannot be accessed by the or specified part of the glass clean, or 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. Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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),

- (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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16. Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

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

Option B

- (1) Subject to section 49 (4), 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
 - (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.

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property

17. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18. Change in use of lot to be notified

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

19. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in subclause (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.



FOLIO: 11/SP63854

SEARCH DATE	TIME	EDITION NO	DATE
26/8/2025	10:49 AM	3	30/3/2006

LAND

LOT 11 IN STRATA PLAN 63854
AT SPRINGWOOD
LOCAL GOVERNMENT AREA BLUE MOUNTAINS

FIRST SCHEDULE

DAVID YOUNAN
JULIE ROSE YOUNAN
AS JOINT TENANTS (T AC210787)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP63854

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP63854

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
10/9/2025	10:12 AM	4	28/1/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 63854
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SPRINGWOOD
LOCAL GOVERNMENT AREA BLUE MOUNTAINS
PARISH OF MAGDALA COUNTY OF COOK
TITLE DIAGRAM SP63854

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 63854
ADDRESS FOR SERVICE OF DOCUMENTS:
STANTON & TAYLOR STRATA MANAGEMENT
FIRST FLOOR, 314 HIGH STREET
PENRITH
NSW 2750

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AU775793 INITIAL PERIOD EXPIRED
- 3 AU775793 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 36)

STRATA PLAN 63854

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 2	2	- 2	3	- 2	4	- 2
5	- 2	6	- 3	7	- 2	8	- 2
9	- 2	10	- 3	11	- 2	12	- 2
13	- 2	14	- 2	15	- 2	16	- 2
17	- 2						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE
Blue Mountains City Council (Name of Council)
 having satisfied itself that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

Strata plan
 illustrated in the annexure to this certificate

Conditions of approval
 The strata subdivision of the subject land is a development of common property and is subject to the provisions of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986 and the provisions of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986.

The council does not object to the encroachment of the building beyond the alignment of **Springwood Ave & Springwood Lane**

The approval is given on the condition that the use of the building is restricted to the use of the building as a residential building and is not to be used for any other purpose and that the building is not to be used for any other purpose and that the building is not to be used for any other purpose.

Date: **6 OCTOBER 2000** *[Signature]*
 Subsection No: **4855 500/0067** *[Signature]* Addressed Person
 Complete or other: *[Signature]*

SURVEYOR'S CERTIFICATE
STEPHEN THOMAS CONROY
 of **17 ELLISON RD SPRINGWOOD**

a surveyor registered under the Surveyors Act 1927 hereby certify that:

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

(2) (a) the building encroaches on a public place;

(b) the building encroaches on land forming part of the subject land in respect of which an approval is required;

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

Date: **16-8-2000**
[Signature]
 State whether dealing or not, and quote register number:
SHEET 1 OF 4 SHEETS

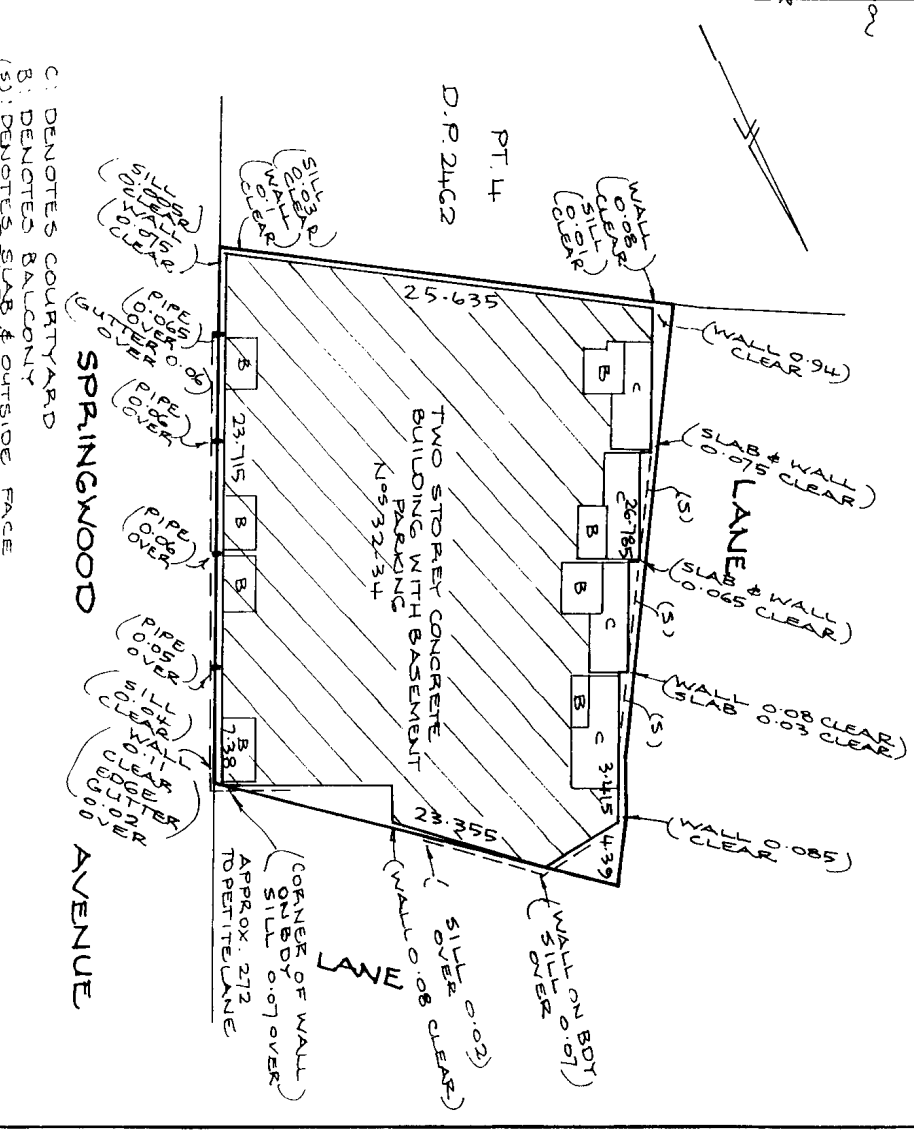
PLAN OF SUBDIVISION OF LOT 1 IN D.P.1018815
 LGA: **BLUE MOUNTAINS** Locality: **SPRINGWOOD**
 Parish: **MAGDALA** County: **COOK**
 Reduction Ratio: **1:300** Lengths are in metres

THE OWNERS OF STRATA PLAN NO. 63854, 32-34 SPRINGWOOD AVENUE, SPRINGWOOD, NSW, 2777.

Registered: **19/10/2000**
 C.A.: **SEE CERTIFICATE**
 Title System:
 Purpose: **STRATA PLAN**
 Ref. Map: **U 5567-81#**
 Last Plan: **DP 1018815**

RESIDENTIAL
 (When used being assessed) Model By-laws adopted for this scheme
 Keeping of Animals Option Address
 Strata plan which complies with the provisions of the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

Restrictions on the use of land or positive covenants
 Restored Baving Corporation
 98N 33 003 1579 W 8V
 ITS ATTORNEY KENNEDY
 EVERON THREE MOORE
 BOVER OF APPROX 16
 85/ 500R 10579
 W. J. JOHNSON
 SUPERVISOR
 NSW SERVICE CENTRE
 BANK OFFICERS



GROUND FLOOR

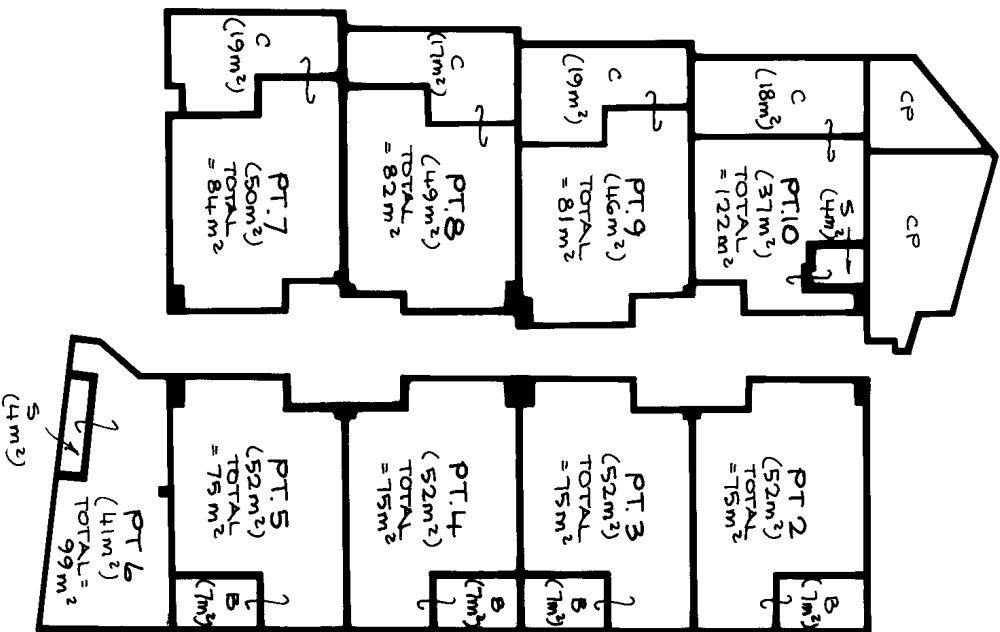
SP63854

THE STRATUM OF THE COURTYARDS OF THE PART LOTS 7, 8, 9 & 10 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE BALCONY PARTIALLY COVERING THEM.

THE STRATUM OF THE BALCONIES OF THE PART LOTS 2, 3, 4 & 5 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE ROOF COVERING THEM.

ALL AREAS ARE APPROXIMATE.

CP: DENOTES COMMON PROPERTY
 C: DENOTES COURTYARD
 S: DENOTES STORE ROOM
 B: DENOTES BALCONY



Reduction Ratio 1: 200

Lengths are in metres

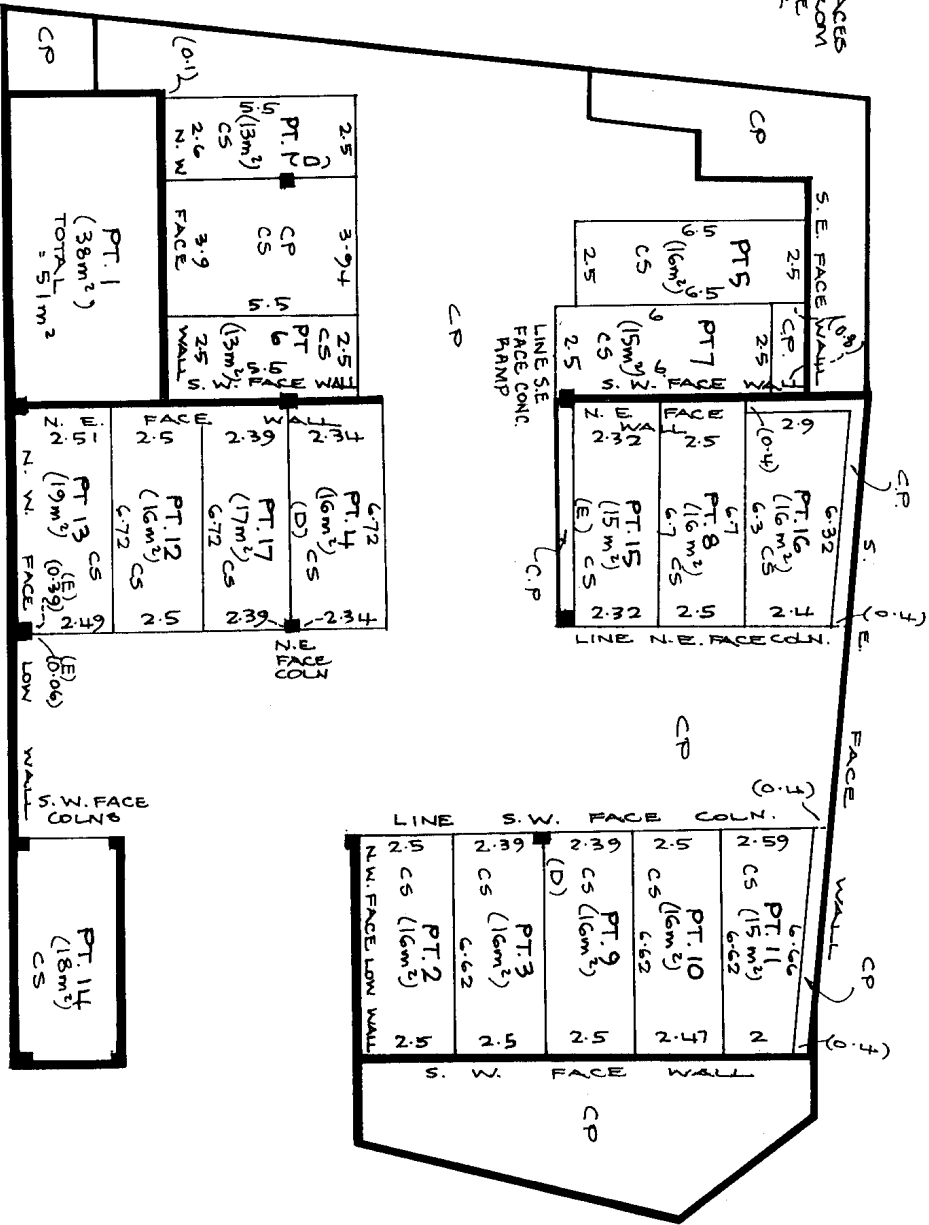
Severin
Registered Surveyor

David J...
Council Clerk



BASEMENT

THE STRATUM OF THE CARSPACES IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE ROOF COVERING THEM.
ALL AREAS ARE APPROXIMATE



- (D) : DENOTES CENTRELINE COLUMN.
- CP : DENOTES COMMON PROPERTY
- CS : DENOTES COVERED CARSPACE
- (E) : DENOTES NORTH WESTERN FACE COLUMN.

Reduction Ratio 1 : 150

Lengths are in metres

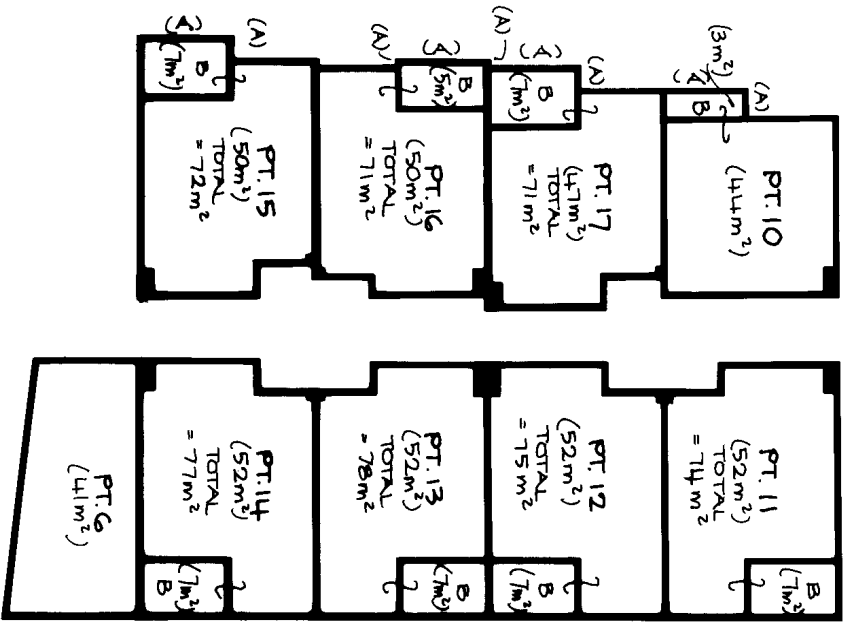
Stewart
Registered Surveyor

SURVEYOR'S REFERENCE 11474 CHECKLIST

[Signature]
Council Clerk



FIRST FLOOR



LOT N ^o	UNIT ENTITLEMENT
1	2
2	2
3	2
4	2
5	2
6	3
7	2
8	2
9	2
10	3
11	2
12	2
13	2
14	2
15	2
16	2
17	2
AGGREGATE = 36	

THE STRATUM OF THE BALCONIES OF THE PART LOTS 10, 15, 16 & 17 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE ROOF PARTIALLY COVERING THEM.
ALL AREAS ARE APPROXIMATE.

THE STRATUM OF THE BALCONIES OF THE PART LOTS 11, 12, 13 & 14 IS LIMITED IN HEIGHT FROM THE UPPER SURFACE OF THE HARDSTAND TO THE UNDER SURFACE OF THE ROOF COVERING THEM.

CP: DENOTES COMMON PROPERTY
B: DENOTES BALCONY
(A): DENOTES EDGE OF CONCRETE SLAB

Reduction Ratio 1: 200

Lengths are in metres

Stinson
Registered Surveyor

David
Council Clerk

SURVEYOR'S REFERENCE: 11474 CHECKLIST



Lodger Details

Lodger Code 506696K
Name SYDNEY WEST FAMILY LAWYERS PTY LTD
Address L 2, SE 6, 565 HIGH ST
PENRITH 2750
Lodger Box 1W
Email DOM@SYDWESTLAW.COM.AU
Reference 32 TO 34 SPRING

Land Registry Document Identification

AU775793

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP63854	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP63854
Other legal entity

Meeting Date

09/01/2025

Repealed by-law No.

Details By-Law 16

Amended by-law No.

Details Not Applicable

Added by-law No.

Details Special By-Law 1 & 2

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP63854
Signer Name DOMINIC LENNON
Signer Organisation SYDNEY WEST FAMILY LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 24/01/2025

Annexure 'A'

Strata Schemes Management Regulation 1997

**Schedule 1 – Model By-Laws
Residential Schemes**

Stanton and Taylor Strata Management
ABN 25 276 570 242



☎ 02 4721 2444
@ info@stsm.com.au
📍 Level 1, 314 High Street,
Penrith NSW 2750
✉ PO Box 5, Penrith NSW 2751

**Current By-Laws for SP 63854
32-34 Springwood Avenue, Springwood
As of January 2025**

- 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 owner's 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 owner's corporation under subclause (1) cannot authorise any additions to the common property.
 - (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
 - (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite [section 62](#), 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 subclause (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 subclause (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 Drying of laundry items

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

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass 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 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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),
 - (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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16 Repealed

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (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.

SPECIAL BY-LAW 1

KEEPING OF ANIMALS

- 1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- 2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- 3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - a. keep the animal within the lot, and
 - b. supervise the animal when it is on the common property, and
 - c. take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- 4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

SPECIAL BY-LAW 2

MINOR RENOVATIONS

PART 1 PREAMBLE

- 1.1 The purpose of this by-law is to:
 - (a) permit the Owners Corporation to delegate its functions under section 110 of the Act in respect of Minor Renovations to the strata committee; and
 - (b) specify reasonable conditions in relation to the carrying out of Minor Renovations by an Owner.

PART 2 DEFINITIONS & INTERPRETATION

2.1 Definitions

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

- (a) **Act** means the *Strata Schemes Management Act 2015*.
- (b) **Approved Form** means a form approved by the strata committee or the Owners Corporation from time to time.
- (c) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular Minor Renovations being carried out by an Owner.
- (d) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over a Lot or the Building including but not limited to the local council, a court or a tribunal.
- (e) **Building** means the building or buildings situated at 32-34 Springwood Avenue, Springwood.
- (f) **Building Manager** means the building manager engaged by the Owners Corporation from time to time (where applicable).

- (g) **Insurance** means:
 - (i) contractors all risk insurance (including public liability insurance) in the sum of \$20,000,000.00, or such other amount as is determined by the strata committee, acting reasonably;
 - (ii) insurance required under the *Home Building Act 1989* (if any); and
 - (iii) workers' compensation insurance.
- (h) **Lot** means any lot in Strata Plan No **63854**.
- (i) **Minor Renovations** has the same meaning as defined from time to time in the Act, the Regulations or as part of this by-law and includes, but is not limited to, work by an Owner to common property in connection with the Owner's Lot for the purposes of the following:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring of internal walls;
 - (vi) installing a security or alarm system;
 - (vii) installing a reverse cycle split system air conditioner;
 - (viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected; and
 - (ix) any other work prescribed by the Regulations.
- (j) **Owner** means the owner or owners for the time being of a Lot.
- (k) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No **63854**.
- (l) **Regulations** means the *Strata Schemes Management Regulation 2016*.

2.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes, where applicable, the Building Manager, strata managing agent, any member of the strata committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the Owner includes that Owner's executors, administrators, successors, permitted assigns or transferees; and
- (g) to the extent of any inconsistency between the by-laws applicable to Strata Plan No **63854** and this by-law, the provisions of this by-law shall prevail.

2.2.2 Despite anything contained in this by-law:

- (a) if any provision or part of a provision in this by-law is held or found to be void, invalid or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and/or the relevant provision shall remain in full force and effect; and
- (b) if any provision or part of a provision in this by-law is held or found to be harsh, unconscionable and/or oppressive under section 150 of the Act, that provision or part of a provision shall be deemed to be severed from this by-law or that provision, and the Owners Corporation agrees to and accepts the remainder of this by-law and/or the relevant provision shall remain in full force and effect.

PART 3 CONDITIONS

3.1 Delegation of Minor Renovations to strata committee

- (a) The strata committee of the Owners Corporation is delegated the functions under section 110 of the Act to approve Minor Renovations in the strata scheme.

- (b) If the Minor Renovations are approved by the strata committee, the Owner may carry out the Minor Renovations without the further consent of the strata committee or the Owners Corporation but subject to complying with this by-law in all respects.
- (c) The strata committee may, acting reasonably, impose further reasonable conditions in addition to those provided for in this by-law with respect to the carrying out of the Minor Renovations and, if such conditions are imposed, it shall inform the Owner in writing of those conditions.

3.2 Before Commencement of Minor Renovations

- (a) Prior to commencement of any Minor Renovations, an Owner must submit to the strata committee for approval:
 - (i) a duly completed Approved Form;
 - (ii) detailed specifications as to the Minor Renovations to be undertaken including where applicable:
 - (A) specifications for any equipment to be installed as part of the Minor Renovations including any sound or energy rating, type, size together with the manufacturer's or supplier's brochure regarding same;
 - (B) a diagram depicting the location of or proposed installation points of all parts of the Minor Renovations;
 - (iii) details of the duration of the Minor Renovations and any impact on the common property or disruption to common property services or access; and
 - (iv) copies of any Insurance policies as relevant to the particular Minor Renovations, if required and
 - (v) any other documentation or information requested by the strata committee, acting reasonably.
- (b) If, after receiving a duly completed Approved Form from an Owner for proposed works to the Owner's Lot (**proposed works**), the strata committee determines that the proposed works are not in fact Minor Renovations and the Owner requires approval at a general meeting (for example via a by-law) for the proposed works, the strata committee shall notify the Owner of such determination and the Owner must, at the Owner's cost, obtain approval for the proposed works from the Owners Corporation at a general meeting and must not carry out the proposed works unless and until such approval has been obtained and any by-law required as part of such approval has been registered in accordance with the Act.

3.3 Specific Conditions

- (a) Where the Minor Renovations include reconfiguration of non-load bearing walls the Owner must ensure:
 - (i) No reconfigurations alter or impinge on the structural integrity of the Building;
 - (ii) No walls are to be reconfigured so as to place a bedroom over a bathroom and vice versa;
 - (iii) Walls containing wet areas must not be reconfigured;
 - (iv) Walls must not be added to create new wet areas; and
 - (v) A report from an independent structural engineer agreed to between the Owner and the strata committee must be provided certifying that the reconfiguration will have no structural impact on the Building or any part of the strata scheme and does not involve any load bearing walls.
- (b) Where the Minor Renovations involve the installation of a floor finish other than carpet:
 - (i) before commencement of the Minor Renovations, the Owner must provide to the strata committee a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect of sound transmission including impact noise following installation. The report must state that the proposed floor finish after installation to the Lot will comply with clause 3.3(b)(ii)(B) below;
 - (ii) the Owner must:
 - (A) 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 an Owner or occupier of another Lot;

- (B) ensure that the flooring is insulated with soundproofing underlay as specified by the strata committee or the Owners Corporation from time to time and shall not have a weighted standardised impact sound pressure level $L'_{nT,w}$ exceeding 50 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements Part 2: Impact sound insulation or such other rating or level as is determined by the strata committee or the Owners Corporation from time to time having regard to acoustic engineering advice provided in respect of the Building;
- (iii) following the installation of a floor finish other than carpet in a Lot, if there are any complaints about noise transmission through or from the floor of the Lot (whether vertically or horizontally) the strata committee or the Owners Corporation may require, and if they or it does so, the Owner must provide the strata committee or the Owners Corporation with a certificate from a qualified acoustic engineer reasonably acceptable to the strata committee or the Owners Corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and the resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause 3.3(b)(i).
- (c) Where the Minor Renovations involve the installation of air-conditioning units, the Minor Renovations must:
 - (i) have a new condenser unit (external) that:
 - (A) is mounted on vibration pads in a location so as to minimise noise and vibration;
 - (B) is installed unobtrusively on the location as approved by the strata committee or the Owners Corporation in writing;
 - (C) is not visible from the street. All electrical and coolant lines must be concealed as much as possible; and
 - (D) does not exceed 45dB(A) during the day and 35dB(A) at night or such other acceptable sound rating as may be specified by an Authority or the strata committee or the Owners Corporation from time to time;
 - (ii) not be installed through or attached to windows;
 - (iii) be manufactured, designed and installed to specifications for residential/domestic use; and
 - (iv) have any condensation and run-off from the Lot drained through existing drains or downpipes.
- (d) Owners must ensure that, when carrying out Minor Renovations to their Lots, access panels are not blocked.

3.4 Notice

- (a) At least two (2) weeks prior to the commencement of the Minor Renovations the Owner must notify the strata committee of the proposed day of commencement of the Minor Renovations or an aspect of the Minor Renovations.
- (b) At least two (2) days prior to the commencement of the Minor Renovations or an aspect of the Minor Renovations the Owner must make arrangements with the strata committee or the Building Manager or strata managing agent of the Owners Corporation (where required) regarding:
 - (i) the suitable times and method for the Owner's contractors to access the Building to undertake the Minor Renovations; and
 - (ii) the suitable times and method for contractors to park their vehicles on common property whilst the Minor Renovations are being conducted.

3.5 Compliant Minor Renovations

To be compliant under this by-law, Minor Renovations:

- (a) must not involve any structural changes, involve waterproofing and/or require the consent or another approval under any other Act, including but without limitation consent or approval from any Authority;
- (b) must not change the external appearance of the Lot and must be in keeping with the appearance and amenity of the Building in the opinion of the strata committee;

- (c) must be manufactured, designed and installed to specifications for domestic use;
- (d) must be in accordance with Australian Standards and the National Construction Code (including the Building Code of Australia);
- (e) must not alter or affect the operation of any fire safety systems in a Lot or on the common property or any part of the strata scheme and must be in keeping with fire safety standards.

3.6 During construction

Whilst the Minor Renovations are in progress the Owner of the Lot must:

- (a) use duly licensed employees, contractors or agents to conduct the Minor Renovations;
- (b) ensure the Minor Renovations are conducted with due care and skill and comply with the current National Construction Code (including the Building Code of Australia) and Australian Standards;
- (c) ensure the Minor Renovations are carried out expeditiously and with a minimum of disruption;
- (d) carry out the Minor Renovations between the hours of 7:30am and 5:00pm Monday-Friday and from 8:00am to 12:00pm Saturday or such other times as are reasonably approved by the strata committee. No Minor Renovations are to be carried out on a Sunday or public holiday unless they are silent works;
- (e) transport all construction materials, equipment and debris as reasonably directed by the strata committee and keep all areas of the Building outside the Lot affected by the Minor Renovations and/or by the exercise of the Owner's rights under this by-law clean and tidy;
- (f) not allow tradespersons and contractors at any time to park on common property without the written consent of the strata committee;
- (g) not dispose of rubbish and waste material in common property waste bins or skips except with the prior written consent of the strata committee;
- (h) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the strata committee;
- (i) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Minor Renovations to be conducted on the common property;
- (j) protect all affected areas of the Building outside the Lot from damage relating to the Minor Renovations or the transportation of construction materials, equipment and debris;
- (k) provide to the strata committee at least forty-eight (48) hours prior written notice of any noisy Minor Renovations (e.g., the use of any pneumatic, rotary or powder-actuated tools), such Minor Renovations which may only be carried out between the hours of 9:00am and 12:00pm or 1:00pm to 4:00pm Monday-Friday or such other times as are reasonably approved by the strata committee;
- (l) ensure that the Minor Renovations do not interfere with or damage the common property or the property of the Owners Corporation or any other Owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (m) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the strata committee or the Owners Corporation (for clarity more than one inspection may be required);
- (n) observe all the other by-laws applicable to the strata scheme at all times; and
- (o) not vary the Minor Renovations or their scope without first obtaining the consent in writing from the strata committee or the Owners Corporation.

3.7 After construction

3.7.1 After the Minor Renovations have been completed the Owner must without unreasonable delay:

- (a) notify the strata committee that the Minor Renovations have been completed;
- (b) notify the strata committee that all damage, if any, to Lot and common property caused by the Minor Renovations and not permitted by this by-law has been rectified;
- (c) provide to the strata committee a copy of all certifications for the Minor Renovations, including but not limited to any warranties, guarantees and trade certifications;
- (d) provide (if required) the strata committee with certification from a suitably qualified engineer(s) or other consultant approved by the strata committee, acting reasonably, that the Minor Renovations or works required to rectify any damage to Lot or common property have been completed in accordance with the terms of this by-law;

- (e) provide (if required) the strata committee with certification from a suitably qualified engineer(s) or other consultant approved by the strata committee, acting reasonably, that the Minor Renovations have been completed satisfactorily and in accordance with this by-law; and
- (f) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the strata committee to check compliance with this by-law or any consents provided under this by-law.

3.7.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it or the strata committee are reasonably satisfied that clauses 3.7.1(a)-(f) immediately above have been complied with.

3.8 Statutory and other requirements

- (a) The Owner must:
 - (i) comply with all directions and requirements of the strata committee and the Owners Corporation and the by-laws applicable to the strata scheme relating to the Minor Renovations;
 - (ii) ensure that the respective servants, agents and contractors of the Owner comply with the strata committee's and the Owners Corporation's directions and requirements;
 - (iii) ensure that the warranties provided by the National Construction Code (including the Building Code of Australia) and Australian Standards are, so far as relevant, complied with; and
 - (iv) comply with the provisions of the *Home Building Act 1989* and all other relevant laws including but without limitation the *Design and Building Practitioners Act 2020* (where applicable) and all laws in relation to fire safety.
- (b) The Minor Renovations must:
 - (i) be carried out with due care and skill and in accordance with the plans and specifications approved under this by-law;
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.

3.9 Enduring rights and obligations

3.9.1 An Owner must:

- (a) properly maintain and keep the Minor Renovations and those parts of the Lot the subject of such Minor Renovations in a state of good and serviceable repair and must renew or replace the Minor Renovations as required from time to time;
- (b) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Minor Renovations are removed or relocated;
- (c) ensure that the Minor Renovations (where applicable) do not cause water escape or water penetration to Lot or common property;
- (d) ensure that any electricity or other services required to operate the Minor Renovations (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply; and
- (e) indemnify and keep indemnified the Owners Corporation against any legal liability, costs, loss, claim, demand or proceedings in respect of any injury, loss or damage to any person or to any part of the Building, whether such part being common property or any Lot, caused by, arising out of or related to the Minor Renovations including their installation, repair, maintenance, replacement, removal and/or use.

3.10 Recovery of costs

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (a) by its agents, employees and contractors, enter upon the Lot and carry out all reasonable work and/or take all reasonable steps necessary to perform that obligation;
- (b) recover from the Owner as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the Owner's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

Ownership of Minor Renovations

3.11 The Minor Renovations shall be carried out at the cost of the Owner and shall remain the property of the Owner.

Cost of Approvals and Certification

3.12 The Owner shall be responsible for all reasonable costs associated with the Minor Renovations and any reasonable work or steps required to be undertaken by the strata committee or the Owners Corporation in relation to the Minor Renovations, including but not limited to:

- (a) the consideration and approval of the Minor Renovations and the payment of all reasonable legal, expert and/or strata managing agent fees (where applicable);
- (b) approving any plans, drawings or other documentation for the Minor Renovations; and
- (c) obtaining and considering any certification in relation to the Minor Renovations.

3.13 Applicability

In the event that the Owner desires to remove the Minor Renovations installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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/SP 63854

(B) LODGED BY

Document
Collection
Box

Name

Dominic Lennon

Company

Sydney West Family Lawyers Pty Ltd

Address

Suite 6, Level 2 / 565 High Street
PENRITH NSW 2750

E-mail

info@sydwestlaw.com.au

Contact Number

(02) 4761 0638

Customer Account Number

Reference

CODE

CH

(C) The Owner-Strata Plan No. 63854 certify that a special resolution was passed on 9 January 2025

(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. By-Law 16

Added by-law No. Special By-Law 1 & 2

Amended by-law No. Not Applicable

as fully set out below :

Please see attached Annexure 'A'

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

(G) The seal of The Owners-Strata Plan No. 63854 was affixed on 16 January 2025 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 :

J. Hayes

Electronic signature of me, Jordan Hayes,
affixed by me, or at my direction, on 16
January 2025

Name :

Jordan Hayes

Authority :

Strata Manager

Signature :

Name :

Authority :



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 63854 was affixed on [^] 16 January 2025..... 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: J. Hayes Name: Jordan Hayes Authority: Strata Manager.....
Electronic signature of me, Jordan Hayes, affixed by me, or at my direction, on 16 January 2025

Signature: Name: Authority:

[^] Insert appropriate date

* Strike through if inapplicable.





Certificate No. 25/99459

Jackie Gardner Conveyancing
PO Box 14
BLAXLAND NSW 2774

(02) 4780 5000

PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979, AS AMENDED

Your Ref: 22545 AND 22542:41590

LAND DESCRIPTION: S 11 SP 63854
Unit 11/32-34 Springwood Avenue, SPRINGWOOD NSW 2777

INFORMATION PURSUANT TO SECTION 10.7 (2) OF THE ACT

1 Names of relevant planning instruments and development control plans

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

Blue Mountains Local Environmental Plan 2015 (as Amended) Published 21/12/15 (Commenced 15/2/16).

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

State Environmental Planning Policy (Housing) 2021

- Chapter 2 - Affordable housing
- Chapter 3 - Diverse housing

State Environmental Planning Policy (Primary Production) 2021

- Chapter 2 - Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021

- Chapter 2 - Mining, petroleum production and extractive industries

State Environmental Planning Policy (Resilience and Hazards) 2021

- Chapter 3 - Hazardous and offensive development
- Chapter 4 - Remediation of land



State Environmental Planning Policy (Industry and Employment) 2021

- Chapter 3 - Advertising and signage

State Environmental Planning Policy (Transport and Infrastructure) 2021

- Chapter 2 - Infrastructure
- Chapter 3 - Educational establishments and child care facilities
- Chapter 4 - Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021

- Chapter 2 - Vegetation in non-rural areas
- Chapter 4 - Koala habitat protection 2021
- Chapter 7 - Canal estate development
- Chapter 8 - Sydney drinking water catchment
- Chapter 9 - Hawkesbury-Nepean River

State Environmental Planning Policy (Planning Systems) 2021

- Chapter 2 - State and regional development
- Chapter 4 - Concurrences and consents

State Environmental Planning Policy (Precincts—Western Parkland City) 2021

- Chapter 2 - State significant precincts
- Chapter 4 - Western Sydney Aerotropolis

State Environmental Planning Policy (Sustainable Buildings) 2022

Blue Mountains Development Control Plan 2015.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Amendments to State Environmental Planning Policy (Biodiversity and Conservation) 2021, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and Housekeeping amendments to update referencing in other state environmental planning policies – Protecting our trees – changes to deter illegal tree and vegetation clearing (Exhibited 23/04/2025 to 04/06/2025)

Proposed Cultural State Environmental Planning Policy (SEPP) Proposed changes to support events and activities in NSW (Exhibited 15/11/2024 to 13/12/2024)

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – for Farm Buildings, Rural Sheds and Earthworks Provisions in the Inland and Rural Housing Codes (Exhibited 15/05/2024 to 14/06/2024)

Amendment to State Environmental Planning Policy (Transport and Infrastructure) 2021, State Environmental Planning Policy (Precincts—Western Parkland City) 2021 & State Environmental Planning Policy (Planning Systems) 2021 – Improving Planning Processes to Deliver Infrastructure Faster (Exhibited 6/03/2024 to 16/04/2024)

Amendment to State Environmental Planning Policy (Housing) 2021 – Manufactured Home Estates, Caravan Parks and Camping Grounds (Exhibited 17/11/2023 to 15/12/2023)

Amendment to State Environmental Planning Policy (Infrastructure) 2007 – Health Services Facilities (Exhibited 20/11/20 to 17/12/20)

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Limited Local Character Area exclusion from the Low Rise Housing Diversity Code (Exhibited 12/11/20 to 29/1/21)

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
- (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,
 - the following local environmental plan and zone apply:

LEP 2015	E2 – Commercial Centre
-----------------	-------------------------------
 - the following environmental planning instrument and general provision apply:

LEP 2015	<ul style="list-style-type: none">• Protected Area - Slope Constraint Area (Clause 6.4)• Precincts: E2-SP01 (see Part 7) which incorporates Design Excellence (Clause 6.19)• Active Street Frontage (Clause 6.20)• Floor Space Ratio – 1.5:1 (Clause 4.4)• Maximum Height of Buildings 9 metres (Clause 4.3)
-----------------	---
 - the following draft environmental planning instrument and proposed zone/general provision/s apply:

N/A

Note:

The Local Environmental Plans for the above zones and provisions can be viewed on Councils Website in the following link:

<https://www.bmcc.nsw.gov.au/planning-rules/development-controls-for-land-zoned-under-lep-2015>

Provisions relating to environmentally sensitive land, ecological buffer area, riparian land and watercourses refer to both mapped and unmapped environmental attributes. Should these provisions not be identified in this certificate they may nonetheless be applicable following site analysis and development assessment.

Should the property identified in this certificate be subject to one or more zones and or provisions under the relevant Local Environmental Plan, you can ascertain the location and extent of the relevant zone and or provisions by visiting the property map search page on Council's website <https://www.bmcc.nsw.gov.au/property-search>.

Confirmation of the location or extent of the relevant zone/provision can be provided by Council through the purchase of a certified copy of the relevant map under Section 10.8(2) of the Environmental Planning and Assessment Act, the fee for which is prescribed under Clause 268 of the Environmental Planning and Assessment Regulation 2021.

(b) the purposes for which development in the zone—

(i) may be carried out without development consent, and

Environmental protection works; Home businesses; Home occupations

(ii) may not be carried out except with development consent, and

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Dual occupancies; Dwelling houses; Entertainment facilities; Exhibition homes; Flood mitigation works; Function centres; Home industries; Home-based child care; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Secondary dwellings; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals

(iii) is prohibited,

Pond-based aquaculture; Any other development not specified in subclauses (b) and (c) above.

(c) whether additional permitted uses apply to the land,

There are no additional permitted uses applying to the land.

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

The land is not affected by provisions prescribing minimum land dimensions for the erection of a dwelling-house.

- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

- (f) whether the land is in a conservation area, however described,

The land has not been identified as being within a heritage conservation area and/or Period Housing Area.

- (g) whether an item of environmental heritage, however described, is located on the land.

An item of environmental heritage is not situated on the land.

3 Contributions

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Blue Mountains City-wide Local Infrastructure Contributions Plan

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—

- (a) the name of the region, and

Greater Sydney region

- (b) the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2024

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

The land is not in a special contributions area to which a continued 7.23 determination applies.

- (4) In this section—
continued 7.23 determination means a 7.23 determination that—
(a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.

Note—

The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:

Housing Code

Complying development under this Code **may not** be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Rural Housing Code

Complying development under this Code **may not** be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Agritourism and Farm Stay Accommodation Code

Complying development under this Code **may not** be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Low Rise Housing Diversity Code

Complying development under this Code **may not** be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Pattern Book Development Code

Complying development under this Code **may not** be carried out on the land, as the land is not in a land use zone permitted for this Code. (See cl 1.6 of the Codes).

Housing Alterations Code

Subdivision 1 – Internal alterations

Subdivision 2 – External alterations to dwelling houses

Subdivision 2A – External alterations to residential accommodation other than dwelling houses

Subdivision 3 – Attic Conversions

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

General Development Code

Subdivision 1 – Bed and breakfast accommodation

Subdivision 2 – Home businesses

Subdivision 3 – Tents, marquees or booths for community events

Subdivision 4 – Stages or platforms for community events

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

Subdivision 6 – Waterways structures

Complying development under this Code may not be carried out on the land as the land use for this purpose is not permissible in the land use zone applied to the land. (see cl 1.6 of the Codes SEPP)

Industrial and Business Alterations Code

Subdivision 1 – Building alterations (internal)

Subdivision 4 – Mechanical ventilation systems

Subdivision 5 – Shop fronts and awnings

Subdivision 6 – Skylights and roof windows

Subdivision 7 – Projecting wall signs

Subdivision 8 – Freestanding pylon and directory board signs

Subdivision 9 – Ancillary development

Subdivision 10 – Earthworks, retaining walls and structural support

Subdivision 11 – Driveways, hard stand spaces, pathways and paving

Subdivision 11A – Click and collect bays, drive through facilities and goods collection lockers

Subdivision 12 – Fences

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

Industrial and Business Buildings Code

Complying development under this Code for the land use zone applying to the land, may not apply to the part of the land that has the land exemption, listed below including the extent, however, if only one land exemption covers the whole land then complying development may not apply for that reason.

The land is affected by specific land exemptions:

- Land is partly Protected Area - Slope Constraint Area identified by an environmental planning instrument as being within a protected area cl 1.19(1)(e)(v)

Container Recycling Facilities Code

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

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

NOTE: The Blue Mountains Local Government Area is not land to which the Greenfield Housing Code and Inland Code applies and therefore is not included in the suite of complying development codes above.

NOTE: Complying development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for complying development set out in 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 (Codes SEPP).

The question of whether complying development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Complying-development and the Codes SEPP can be viewed and downloaded from the NSW Legislation website: <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

If any of the above sub clauses (1)-(4) apply the response will be detailed under each of the Codes below:

General Exempt Development Code

Exempt development under this Code may be carried out on the land.

Advertising and Signage Exempt Development Code,

Exempt development under this Code may be carried out on the land.

Temporary Uses and Structures Exempt Development Code.

Exempt development under this Code may be carried out on the land.

NOTE: Exempt development provisions are also contained in several other State Environmental Planning Policies and Environmental Planning Instruments. The above responses apply only to the land exemptions for exempt development set out in clauses 1.16(1)(b1)–(d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP).

The question of whether exempt development can be undertaken on the land should be made with further consideration of the Codes SEPP and any other relevant instruments that apply to the land. Further information is available at www.planning.nsw.gov.au/Assess-and-Regulate/Development-Assessment/Planning-Approval-Pathways/Exempt-development and the Codes SEPP can be viewed and downloaded from the NSW Legislation website: <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572>

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that—

(a) an affected building notice is in force in relation to the land, or

There are no affected building notices in force of which the council is aware in respect of the land.

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

There is not a building product rectification order in force of which the council is aware in respect of the land that has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

There is not a notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land and is outstanding.

(2) In this section—

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

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

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

There is not an environmental planning instrument, or proposed environmental planning instrument that makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act., section 3.15.

8 Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or **No.**
Local Road Widening width:
State Road Widening width:
- (b) an environmental planning instrument, or **No.**
Local Road Widening width:
State and other Road Widening width:
- (c) a resolution of the council. **No.**
Local Road Widening width:

9 Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

The Council does not know.

Note: *An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.*

The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.

Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Council does not know.

Note: *An adopted flood study has been prepared by the Council's external consultants for the catchment in which the land is located in.*

The Study relates to land or part of land that is located in a catchment that may be wholly or partly affected by the level of the 1:100 year flood within the catchment. However, the Study provides only indicative mapping and does not map the Council's adopted flood planning level (FPL) being the level of the 1:100 year flood plus 500mm. In the absence of both accurate mapping of the 1:100 year flood level and the mapped FPL for the catchment the Council does not know whether its flood related development controls will be applicable.

Further information may be obtained by calling the Strategic Infrastructure Projects Engineer on (02) 4780 5000.

- (3) In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of—

- | | |
|-------------------------|-------------|
| (i) land slip | NO |
| (ii) bush fire | NO |
| (iii) tidal inundation | NO |
| (iv) subsidence | NO |
| (v) acid sulphate soils | NO |
| (vi) contamination | YES* |

* 'Council has adopted by resolution a policy on contaminated land and potentially contaminated land, which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.'
(Note: This is a statement of Council's policy only and is not a statement of whether or not the land is contaminated or potentially contaminated. Additional information may be

available from Council by obtaining a Section 10.7(5) Planning Certificate.)

- (vii) aircraft noise NO
- (viii) salinity NO
- (ix) coastal hazards NO
- (x) sea level rise NO

or another risk, other than flooding—

- (xi) unhealthy building land NO

(2) In this section—

adopted policy means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land is wholly bush fire prone land.

Note: The Council has determined whether the land is bush fire prone land on the basis of the map certified by the Commissioner of the NSW Rural Fire Service on 14 May 2025 for the purpose of s.10.3(2) of *Environmental Planning & Assessment Act 1979*. The map used for this determination was received by Council from the NSW Rural Fire Service on 14 May 2025.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

As at the date that this Planning Certificate was issued, the property has not been identified on the Loose-fill Asbestos Insulation Register or has not been notified to Council by the NSW Fair Trading that a residential dwelling erected on this land as having been identified of containing loose-fill asbestos ceiling insulation.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land has not been declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that—
- (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

There is not a development plan applying to the land or that is proposed to be subject to a ballot.

- (2) The date of a subdivision order that applies to the land.

There are no subdivision orders applying to the land.

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

There is not a property vegetation plan applying to this land.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

This land is not a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5.

NOTE: For further information contact the BioBanking Team at the Office of Environment and Heritage on:

Address: PO Box A290, Sydney South NSW 1232

Telephone: 131 555

Fax: (02) 9995 6795

Email: biobanking@environment.nsw.gov.au

Website: <http://www.environment.nsw.gov.au/bimsprapp/biobankingpr.aspx>

Copies of all Biodiversity stewardship agreements including Biobanking agreements are available on the BioBanking Public Register accessible via the BioBanking website listed above.

17 Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

Note. Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

This land is not biodiversity certified land within the meaning of *Biodiversity Conservation Act 2016*, Part 8.

18 Orders under Trees (Disputes Between Neighbours) Act 2006

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

There are no Orders under Trees (Disputes Between Neighbours) Act 2006 applying to this land.

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

There are no annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act) given written consent by the owner or previous owners.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

N/A

- (b) shown on the Lighting Intensity and Wind Shear Map, or

N/A

- (c) shown on the Obstacle Limitation Surface Map, or

The land is not shown on the Obstacle Limitation Surface Map under the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

- (d) in the “public safety area” on the Public Safety Area Map, or

N/A

- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

N/A

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

There are no conditions of development consent that have been imposed on this land referred to by *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5, section 88(2).

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
- the period for which the certificate is current, and
 - that a copy may be obtained from the Department.

There is not a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

There are not any conditions of development consent that apply to the land referred to in *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5, section 21(1) or 40(1).

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (*Affordable Rental Housing*) 2009, clause 17(1) or 38(1).

There are not any conditions of development consent that apply to the land referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, section 17(1) or 38(1).

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

There are no such services provided to the land, based on the information currently available to the Council.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

The land or part of the land is not in a special entertainment precinct with the meaning of the *Local Government Act 1993*, section 202B.

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

N/A

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

N/A

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

N/A

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

N/A

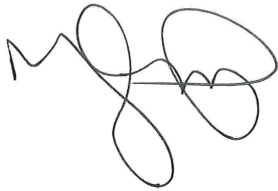
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

N/A

Information is provided only to the extent that Council has been notified by relevant public authorities at the time of issue.

ROSEMARY DILLON,
Chief Executive Officer

Per:



Date 2/09/2025

Sewer Service Diagram

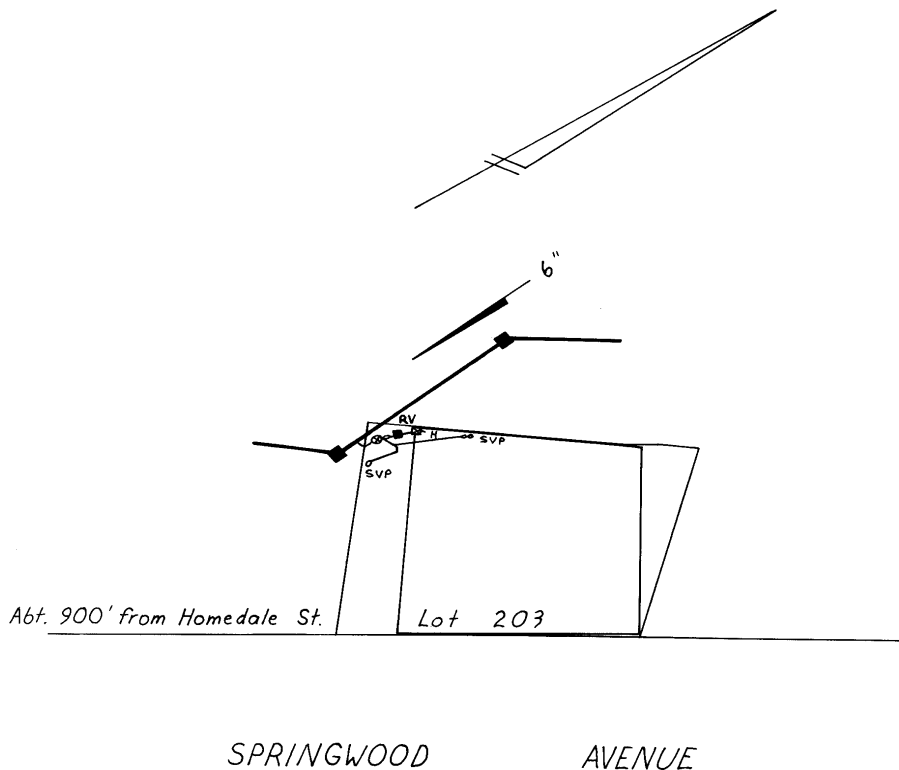
Application Number: 8004618556

SEWERAGE SERVICE DIAGRAM 98990 M.W.S. & D.B.

MUNICIPALITY OF Blue Mountains Copy of Diagram No. 24712 01000
 SUBURB OF Springwood 956990

■ Manhole	☒ Gully	○ WS Waste Stack	BSN Handbasin
□ Chr. Chamber	☒ PT P Trap	IP Induct Pipe	SHR Shower
● L.H. Lamphole	■ RV Reflux Valve	MF Mica Flap	Jn. Junction
⊠ Boundary Trap	< Cleaning Eye	T Tubs	DW. Dishwasher
⊕ Inspection Shaft	○ Vert Vertical Pipe	KS Kitchen Sink	FW Floor Waste
■ Pit	○ VP Vent Pipe	WC Water Closet	WM Washing Machine
▨ Grease Interceptor	○ SVP Soil Vent Pipe	BW Bath Waste	BS Bar Sink

SEWER AVAILABLE
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.
NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).
 The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's ~~Head Office or in the case of South Coast District at Board's Wollongong Office~~ (Section 33 of Board's Act).
 Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only. Katoomba Office



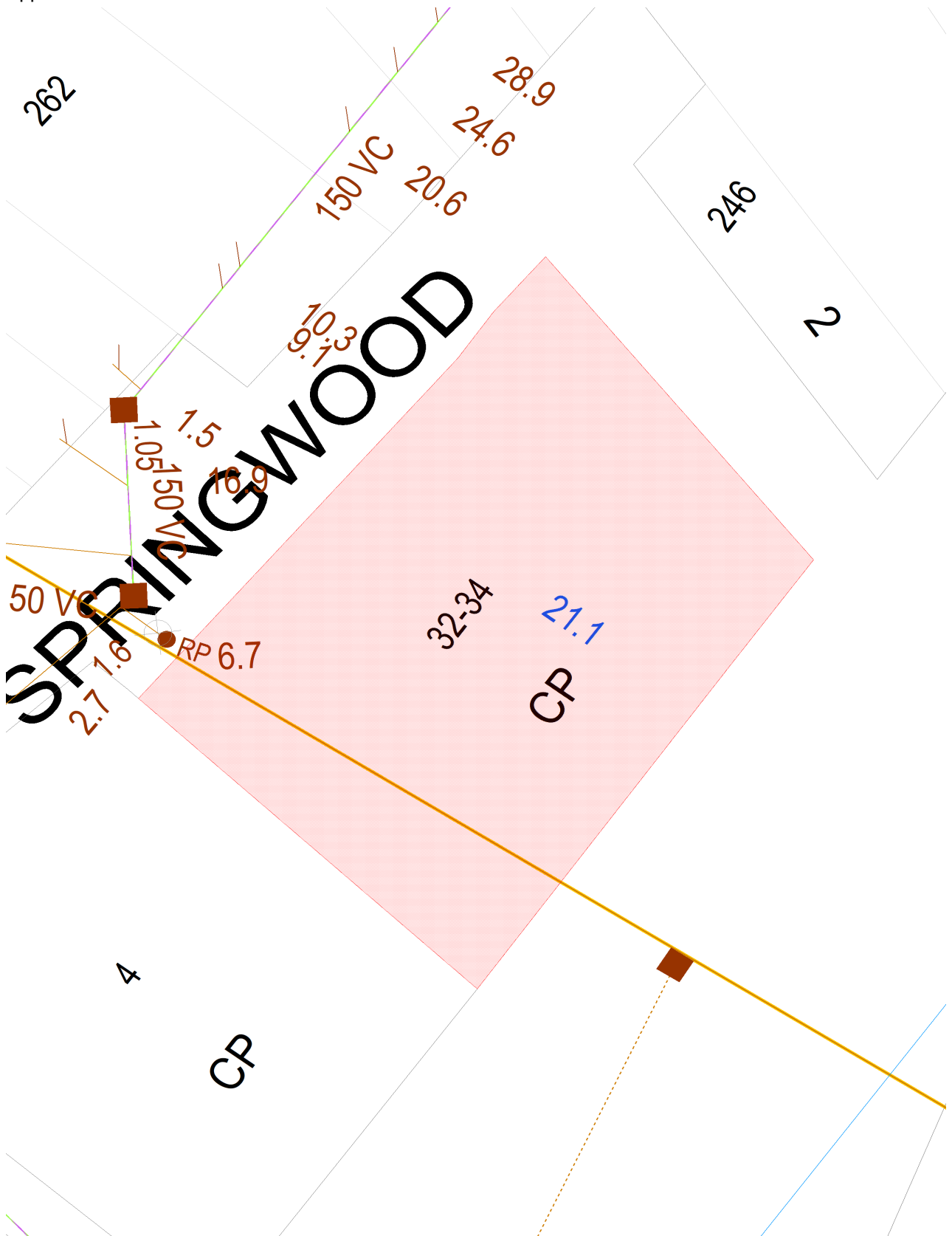
W.C.s..... Ur.s..... SHEET No. <u>63009</u>	DRAINAGE	Scale: Approx. 50 feet to 1 inch	PLUMBING
	Supervised by.....		Supervised by.....
	Inspector.....		Inspector.....
	Field Diagram Examined by.....		Inspector.....
	Chief Inspector.....	Plumber.....	for House Services Engineer.....
	Tracing Checked by.....	Boundary Trap ■/is not required	
Connection Date: <u>4 / 11 / 81</u>			B100

Document generated at 10-09-2025 10:30:21 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8004618536



Document generated at 10-09-2025 10:30:29 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

DISCLOSURE TO TENANTS

Regarding the premises at: Unit 11 32-34 Springwood Ave, Springwood NSW 2777
Between the tenant/s: Link Wentworth Housing Limited
And Managing Agent: Property Leasing Specialists

The agent makes the following disclosures to the tenant/s regarding the rented premises. These disclosures are true to the best of the agent's knowledge prior to the tenant entering the tenancy agreement.

A contract for sale of land has not been prepared.

- A mortgagee has not commenced court action to take possession.
- No violent crime has been committed at the premises within the last 5 years
- The property is located in an area known to be prone to bushfires and/or grass fires. Properties located in the Blue Mountains are particularly prone.
- The property has not been affected by flooding from a natural weather event or bushfire in the last five years
- The property may or may not be partly constructed from materials containing asbestos however no undue risk to health and safety of the occupants is known. The Property is not listed on the loose-fill asbestos insulation register.
- The Property has not been used to manufacture or cultivate a prohibited drug or substance or a controlled drug within the Drug Misuse and Trafficking Act 1985 in the last two years.
- Other known health and safety risks are: Nil Known
- The property is not part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- The property is not part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- The property is not in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- The property is not affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- The property is not provided with any council waste services that are different to other properties in the council area
- The property does not have a driveway or walkway that others can legally use
- Batteries for the smoke detectors have been replaced at the start of this tenancy by the owner or the owners' representative and checked that they are working by the owner or the owners' representative. Certificate is attached.
- The tenant acknowledges that they have received a copy of the Condition Report prior to the signing of the lease agreement
- The tenant acknowledges that there is no water certificate as the tenant is not required to pay water usage.
- The tenant acknowledges that they have received a copy of the Strata By Laws upon the signing of the lease agreement.

The tenant warrants they have sighted and signed this disclosure statement PRIOR to entering into the Residential Agreement.

Signed by Tenant: **LINK WENTWORTH
HOUSING LTD
PO BOX 4303
PENRITH PLAZA NSW 2777**

Connie Azzopardi (On behalf of Link Wentworth Housing Limited)

Date: 8th January 2024

Signed by the landlords Agent:
Property Leasing Specialists

Melissa Lowe

Dated: 8th January 2024

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [Contaminated Land Register](https://www.environment.nsw.gov.au/contaminated-land)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security; it must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks' rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bond Office (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents out only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges **if** the property is separately metered. Some exceptions apply for electricity or gas.
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WFLS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** (e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault), your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed.

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](https://www.fairtrading.nsw.gov.au).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately.

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the Agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report (apart from 'fair wear and tear').

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done or
- I have an undertaking in writing (before signing the agreement) that they will be done.

Upfront costs

- I am **not** required to pay:
 - more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting.

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the www.fairtrading.nsw.gov.au or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at www.tenantsunion.org.au

fairtrading.nsw.gov.au **13 32 20**
Language assistance 13 14 50
(ask for an interpreter in your language)

State of New South Wales (NSW Fair Trading) 2020
Creative Commons Attribution 4.0 license
For information, visit www.fairtrading.nsw.gov.au
This publication must not be relied on as legal advice.
For more information about this topic,
refer to the appropriate legislation.

REPAIRS & MAINTENANCE

Property: Unit 11 32-34 Springwood Ave, Springwood NSW 2777

Tenant/s: Link Wentworth Housing Limited

I/We give permission for the agent, Property Leasing Specialists to provide tradespeople with a contact number to arrange maintenance and repairs.

In the event that I/we are unavailable to provide access into the above property for repairs or in an emergency, I give permission for the Agent, Property Leasing Specialists to supply the tradesperson with a set of keys to access the premises. I/we are aware the tradesperson must return all keys to the agent, Property Leasing Specialists by the end of the same day.

**LINK WENTWORTH
HOUSING LTD
PO BOX 4303
PENRITH PLAZA NSW 2750**

Connie Azzopardi

(on behalf of Link Wentworth Housing Limited)

Date: 8th January 2024



KEY AGREEMENT

PROPERTY: Unit 11 32-34 Springwood Ave, Springwood NSW 2777
Tenant/s: Link Wentworth Housing Limited

UPON SIGNING THE RESEDENTIAL TENANCY AGREEMENT 1 SET OF KEYS AND 1 GARAGE DOOR OPENER WERE GIVEN TO THE TENANT/S. THE TENANT AGREES TO RETURN ALL COPIES OF THE KEYS AT THE END OF THE TENANCY.

RENT IS PAYABLE ON THE PREMISES UNTIL ALL THE KEYS ARE RETURNED TO THE AGENT.

LINK WENTWORTH

Signature of Tenant
HOUSING LTD
PO BOX 4303
DENRITH PLAZA NSW 2750

Connie Azzopardi (On behalf of Link Wentworth Housing Limited)

DATE: 8th January 2024



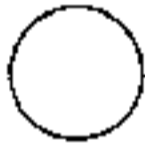


SmokeAlarms
AUSTRALIA
THE RESPONSIBLE CHOICE

YOUR PROPERTY IS BEING SERVICED BY SMOKE ALARMS AUSTRALIA

To keep you and those living with you safe, your agent and landlord have asked us to manage the smoke alarms within your property.

When a compliance service is booked, we need your help to gain access to your property to test and inspect the alarms so we can provide a compliance report back to the agency.



At times, additional work is required and we will need to come back to complete the job. If this happens, a smoke alarm will be installed temporarily by our technician to keep you safe. Our team will be in touch to work out a time convenient to you.

Business hours

9am - 5pm Mon - Fri

After hours

5pm - 9pm Sat - Sun

Smoke alarms should not be touched unless your agent or our trained staff advise you otherwise. **If your alarm beeps or alarms for no apparent reason, please call our beeping support line or log a service request through our [website](https://www.smokealarms.com.au).**

Working smoke alarms save lives!

www.smokealarms.com.au

[1300 777 777](tel:1300777777)

www.facebook.com/smokealarmsaustralia



SERVICE REPORT

Report Date: 09/09/2025

Property Leasing Specialists
31 MACKELLAR CIR
SPRINGWOOD, NSW 2777

SERVICE DETAILS U 11, 32-34 SPRINGWOOD AVE, SPRINGWOOD, NSW 2777

All alarms installed or serviced by Smoke Alarms Australia below
are compliant in accordance with

Job Number

Service Reason
Change of Tenancy

Inspected by
Brandon Cluff

- Building Legislation Amendment (Smoke Alarms) Act 2005 No 57
- Section 146A of the Environmental Planning and Assessment Act 1979
- Australian Standard 3786
- Section 3.7.2.2 (houses) / Part E2, Spec 2.2a 3(c)(i) (units) of the Building Code of Australia

Last Inspection Date
22/01/2024

New batteries have been installed in all alarms that require replaceable batteries.

Product Description	Location	Expiry Date	Action	Reason
Lithium HW Photoelectric Alarm	Hallway covering bedroom	01/10/2032	Serviced	Annual Maintenance

HW = Hardwired Alarm, Replaceable Battery 9V – Battery Alarm, Replaceable Battery

HW Lithium Alarm = Hardwired Alarm, Non-replaceable Battery, Lithium Battery Alarm = Battery Alarm, Non-replaceable Battery

1300 125 276

1300 305 225

PO BOX 1495, Chatswood NSW 2057

Licence - NSW 225414C, VIC 24374, ACT 2014903, QLD 73281, WA EC011144



SERVICE REPORT

Report Date: 09/09/2025

Property Leasing Specialists
31 MACKELLAR CIR
SPRINGWOOD, NSW 2777

SERVICE DETAILS U 11, 32-34 SPRINGWOOD AVE, SPRINGWOOD, NSW 2777

All alarms installed or serviced by Smoke Alarms Australia below are compliant in accordance with

Job Number

- Building Legislation Amendment (Smoke Alarms) Act 2005 No 57
- Section 146A of the Environmental Planning and Assessment Act 1979
- Australian Standard 3786
- Section 3.7.2.2 (houses) / Part E2, Spec 2.2a 3(c)(i) (units) of the Building Code of Australia

Service Reason
Subscription Service

Inspected by
Sam Knezevic

New batteries have been installed in all alarms that require replaceable batteries.

Last Inspection Date
27/03/2025

Product Description	Location	Expiry Date	Action	Reason
Lithium HW Photoelectric Alarm	Halfway covering bedroom	01/10/2032	Serviced	Annual Maintenance

HW - Hardwired Alarm, Replaceable Battery. 9V - Battery Alarm, Replaceable Battery.

HW Lithium Alarm = Hardwired Alarm, Non-replaceable Battery. Lithium Battery Alarm = Battery Alarm, Non-replaceable Battery.

1300 125 276

1300 305 225

PO BOX 1495, Chatswood NSW 2057

Licence - NSW 225414C, VIC 24374, ACT 2014903, QLD 73281, WA EC011144

Residential Schemes Model 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

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 subclause (1) cannot authorise any additions to the common property.

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

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

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

(5) Despite section 62, 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 subclause (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 subclause (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. Drying of laundry items

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

11. Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- b) that glass or part of the glass 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. Moving furniture and other objects on or through common property

- 1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- 2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- 3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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),
 - 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16. Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

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

Option B

- (1) Subject to section 49 (4), 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.

Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17. Appearance of lot

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

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

18. Change in use of lot to be notified

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

19. Provision of amenities or services

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

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

(2) If the owners corporation makes a resolution referred to in subclause (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.

Landlord's agent details: *[if applicable]*

Agent name:

Melissa Lowe T/as Property Leasing Specialists

Business address for service of notices:

31 Mackellar Circle

Suburb:

SPRINGWOOD

State:

NSW

Postcode:

2777

Contact details: *[This must include a telephone number]*

Office: 0247519585 Mobile: 0414544759 Email: melissanott@westnet.com.au

Tenant's agent details: *[if applicable]*

Agent name:

n/a

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

6 months

12 months

2 years

3 years

5 years

Other (please specify):

Periodic (no end date)

starting on 8 / 1 / 2024 and ending on 7 / 1 / 2025 *[Cross out if not applicable]*

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

Residential premises:

The residential premises are *[insert address]*:

Unit 11 32-34 Springwood Ave, Springwood NSW 2777

The residential premises include:

1 Secure carparking spot marked "11"

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$ 400.00 per week payable in advance starting on 8 / 1 / 2024

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks' rent in advance under this Agreement.

For information about your rights and responsibilities under this agreement, visit NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 77 70.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:
account number:
account name:
payment reference: or

(b) to at by cash, or

(c) as follows:

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

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

A rental bond of \$ 1600.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 1 (one) persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: <u>Spark Attention Electrical</u>	Telephone: <u>0415 588 778</u>
Plumbing repairs: <u>No Problem Plumbing</u>	Telephone: <u>0410 515 824</u>
Other repairs: <u>State Emergency Services</u>	Telephone: <u>132 500</u>

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

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

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

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Smoke alarms

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

Hardwired smoke alarms

Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes No

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

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

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

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

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 23 23.

The Agreement

RIGHT TO OCCUPY THE PREMISES

- 1. The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

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

RENT

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

- 4.6** to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7** to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8** to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

- 5. The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

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

- 6. The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- 7. The landlord and the tenant agree:**
 - 7.1** that the increased rent is payable from the day specified in the notice, and
 - 7.2** that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3** that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

- 8. The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1** are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 6 of the Residential Tenancies Act 2019.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence or a co-tenant who is not a relevant domestic violence offender if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial light, in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and toilet and cleaning activities, and
- g) contain bathroom facilities, including toilet and wash no facilities, that allow privacy for the tenant.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

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but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

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

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 104A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature,

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that,

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED (Cross out clauses if not applicable)

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

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

RENTAL BOND

(Cross out clauses if no rental bond is payable)

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 6.1A of the *Residential Tenancies Act 2010*, repair to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or recharging a battery in the smoke alarm.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 75 20.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 13 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or 4115 42 20.

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

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

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

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2009* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable.]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

No permission has been granted

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

SPECIAL CONDITIONS

1. Rooms are to be aired sufficiently so that mildew or mould does not appear. If mildew or mould appears the tenant is to contact the agent straight away so the mould can be assessed. The tenant must always use the fan in the bathroom whilst showering and air wet areas regularly. The tenant must always keep the laundry door or window open when operating a clothes dryer.
2. Tenants are to maintain blinds and/or curtains in a clean state
3. The tenant must ask for permission to keep a pet at the premises. **Permission HAS NOT been GRANTED.**
4. In the interest of public health, the tenants unconditionally agree that in consideration of the lessor they, the tenant, unreservedly agrees to professionally sanitize, deodorize, and clean carpets immediately upon vacation if the carpet is heavily stained and soiled due to food spillage and general living and if the agent deems the carpet to be poorly treated in a way that does not allow for the usual fair wear and tear. In this regard, the tenant shall produce a receipt for verification purposes.
5. The tenant is responsible for the maintenance of lawns and gardens (if applicable)
6. The tenant agrees that when they vacate the property the premises will be professionally cleaned at their expense should it be found by the agent or landlord to be in a dirty state other than what will be deemed fair wear and tear.
7. If the property has a swimming pool then swimming pool maintenance will be carried out by the tenant, this includes chemicals and cleaning. (if applicable)
8. **The tenant agrees that they will not put hooks, nails, screws, blue tac or sticky tape on the walls** without the permission of the landlord. The ingoing condition report will state the condition of all the walls at the start of the tenancy if any damage to the walls has occurred the tenant will be responsible at their cost to repair the damage.
9. The tenant is responsible for any plumbing blockages caused by condoms or sanitary items being flushed.
10. The tenant is aware that if the property is offered for sale it will be inspected from time to time by agents with prospective purchasers. Therefore, the tenant agrees to maintain the lawns, gardens and the interior of the premise in a neat and tidy manner. The tenant grants reasonable access to the agent in the company of prospective purchasers.
11. Tenants must ask for permission to change the locks and then must supply the agent with a set of keys for the new lock's at the premises.
12. The keys to the property must be returned on the date of vacation otherwise rent will be due, as retaining the keys constitutes residency.
13. The tenant understands that in the event that any keys to the property including remote door controls are lost or stolen, then the tenant is responsible for the replacement costs. In the case that the remote door control being an encoded control, the tenant will be responsible for any re-coding costs. This re-coding will include any other remote control encoded with the same code.
14. The Tenant is aware that protection pads must be put under all pieces of furniture that is placed on the timber floor. (if applicable)
15. The tenant is aware that if they fall 14 days in arrears on the 15th day a termination notice will be issued to them giving them 14 days to vacate.
16. The tenant is aware that the premises is located in a Strata Complex and therefore must abide by the Strata by-laws which are attached to the lease. The tenant must also be aware that there is a visitor carparking on site and must not be used by the tenant on a regular basis. (if applicable)
17. The tenant is aware that there is to be **NO SMOKING** within the home.
18. The tenant has been made aware that they are to pay water usage and a water compliance certificate has been attached to this lease.
19. **The tenant agrees to test the smoke alarm/s monthly. The tenant will notify the agent in writing if they find any alarm defective. The Smoke detectors have been certified and batteries checked by the owner and a certificate is attached.**
20. No swimming pools are to be placed on the property over 300mm without the landlord's consent and the appropriate fencing being approved by the appropriate authorities under the Swimming Pools Act 1992.

Signature of Tenant's _____

LINK WENTWORTH HOUSING LTD
PO BOX 4303
PENRITH PLAZA NSW 2750
Connie Azzopardi On behalf of Link Wentworth Housing Limited

Date: 8th January 2024

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

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

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a **periodic agreement** unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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


Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 7 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Melissa Lowe

Signature of landlord/agent




on the 8th day of January 2024

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



on the 8th day of January 2024

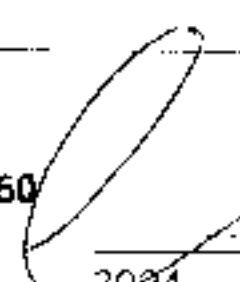
SIGNED BY THE TENANT (1)

Name of tenant

Cornio Azzopardi (on behalf of Link Wentworth Housing Limited)

Signature of tenant

**LINK WENTWORTH
HOUSING LTD
PO BOX 4303
PENRITH PLAZA NSW 2750**



on the 8th day of January 2024

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

on the ___ day of ___ 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the ___ day of ___ 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

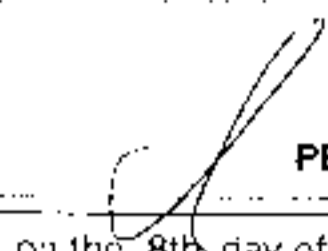
on the ___ day of ___ 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

TENANT INFORMATION STATEMENT

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

Signature of tenant

 **LINK WENTWORTH
HOUSING LTD
PO BOX 4303
PENRITH PLAZA NSW 2750**

on the 8th day of January 2024

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

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20