

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Domain Illawarra Real Estate</b> <b>PO BOX 270, Unanderra NSW 2526</b> <b>Email: ali@domainillawarra.com.au</b>	<b>Phone: 02 4271 7444</b> <b>Ref: Ali Yagmur</b>
co-agent		
vendor	<b>Lorraine Cheryl Hince</b> <b>36 Dallas Street, Keiraville NSW 2500</b>	
vendor's solicitor	<b>Wollongong City Lawyers</b> <b>Ground Floor, Enterprise 1, Innovations Campus, Suite 1,</b> <b>Squires Way, North Wollongong NSW 2500</b> <b>PO Box 177, Shellharbour City Centre NSW 2529</b> <b>Email: rgarra@wollongongcitylawyers.com.au</b>	<b>Phone: (02) 4244 4947</b> <b>Ref: RG:DG:1185</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>Unit 15, 9-11 Collaery Avenue, Fairy Meadow NSW 2519</b> <b>Lot 15 in Strata Plan 9858</b> <b>Folio Identifier 15/SP9858</b>	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" 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"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

### Choices

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

**Nominated Electronic Lodgement Network (ELN)** (clause 4): PEXA

**Manual transaction** (clause 30)  NO  yes

(if yes, vendor must provide further details, including any applicable exception, 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 checked="" type="checkbox"/> 1 property certificate for the land <input 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 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 checked="" 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 checked="" 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" 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 off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <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**

BCS Strata Management - Wollongong  
 PO Box 759, Wollongong NSW 2520  
 Email: bcs\_wollongong@bcssm.com.au  
 Tel: 1300 889 227

**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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 mortgage).
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 <i>served</i> 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"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
	<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</i> by a <i>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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 15, 9-11 COLLAERY AVENUE, FAIRY MEADOWS NSW  
2519

## **Additional clauses forming part of this contract**

### **33. INTERPRETATION**

- 33.1 If there is any conflict between the provisions of these further additional clauses and those contained in the printed conditions of this contract, these further additional clauses prevail.
- 33.2 Headings are inserted for convenience or reference only and must be ignored in the interpretation of this contract.
- 33.3 Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

### **34. CONDITIONS OF SALE BY AUCTION**

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002; and

- 34.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
- (a) the principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) a bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - (c) the highest bidder is the Purchaser, subject to any reserve price;
  - (d) in the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) the auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (f) a bidder is taken to be a principal unless before the bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) a bid cannot be made or accepted after the fall of the hammer; and
  - (h) as soon as practicable after the fall of the hammer, the purchaser is to sign the agreement (if any) for sale.
- 34.2 The following conditions, in addition to those prescribed by subclause 34.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) all bidders must be registered in the bidders record and display an identifying number when making a bid;
  - (b) subject to subclause 34.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

34.3 The following conditions, in addition to those prescribed by subclauses 34.1 and 34.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) more than one vendor bid may be made to purchase interest of a co-owner;
- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller; and
- (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

### 35. STANDARD FORM CONTRACT

The following printed clauses are amended as follows:

- (a) **clause 7.2.4:** delete the words 'and the costs of the purchaser';
- (b) **clause 19:** insert the following additional clause: '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022 (NSW)* is the remedy prescribed by that regulation.';
- (c) **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- (d) **clause 23.6:** clauses 23.6.1 and 23.6.2 are replaced with the words 'then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
- (e) **clause 23.9.3:** delete the words 'or before completion';
- (f) **clause 25:** delete the clause;

### 36. NO MERGER AND SURVIVAL

A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this contract:

- (a) does not merge on completion of that transaction;
- (b) continues in favour of the party to which it is owed; and
- (c) remains in full effect.

### 37. ENTIRE AGREEMENT

This contract:

- (a) records the entire agreement between the parties; and
- (b) supersedes all previous negotiations, understandings, representations and agreements, in relation to the subject matter of this Contract.

### 38. DEPOSIT LESS THAN 10%

38.1 For the purpose of clause 9.1 of the contract generally, "the Deposit" is the sum equivalent to 10% of the purchase price.

- 38.2 If the vendor agrees to accept a payment of less than 10% of the purchase price on exchange of contracts, the deposit is payable by the purchaser as follows:
- (a) the amount equivalent to 5% of the purchase price, on the date of this contract; and
  - (b) the balance of the deposit on or earlier of:
    - i. completion of this contract; and
    - ii. the date on which the purchaser commits a default under this contract which would entitle the vendor to exercise the rights conferred under Clause 9 (including forfeiture of the deposit), and in this respect, time is of the essence.
- 38.3 Further and in addition to the rights conferred on the vendor under clause 2.5, upon any default by the purchaser which entitles the vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit) the vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.
- 38.4 The rights given to the vendor by the provision of this clause will be in addition to all other rights conferred on the vendor by clause 9 of this contract.

### **39. COOLING OFF PERIOD EXTENSION**

- 39.1 When the purchaser requests the vendor to extend any cooling off period, it is an essential term that on completion of this contract the purchaser shall pay the sum of \$220.00 inclusive of GST for each extension requested, to reimburse the vendor for the additional legal costs incurred by the vendor in connection with the request for the extension of the cooling off period, whether or not the vendor agrees with the request.
- 39.2 Where the purchaser rescinds this contract pursuant to the cooling off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit being held by the deposit holder.

### **40. NOTICE TO COMPLETE**

- 40.1 If a party is entitled to serve a notice to complete, then the party may:
- (a) at any time serve a notice making time of the essence and requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
  - (b) specify a time of day between 11am and 4pm as the time for completion.
- 40.2 The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.
- 40.3 The party serving a notice to complete reserves the right to withdraw the notice and issue further notices to complete.
- 40.4 The purchaser shall pay the vendor the sum of \$330.00 (inclusive of GST) to cover legal costs and expenses incurred as a consequence of issuing a notice to complete, as a genuine pre-estimate of those additional expenses to be allowed by the defaulting party as an additional adjustment on completion.

#### **41. INTEREST**

- 41.1 If this contract is not completed by the completion date, the purchaser must pay:
- (a) interest to the vendor on completion on the balance of the purchase price (including any unpaid deposit amounts) and any other amount payable on completion by the purchaser to the vendor calculated daily at 8% per annum from the completion date up to and including the date completion occurs; and
  - (b) the sum of \$330.00 (inclusive of GST) for the vendor's additional legal expenses associated with the purchaser's failure to complete by the completion date.
- 41.2 The purchaser is not required to pay interest or costs under this clause 41 for any period that the purchaser's failure to complete is caused solely by the Vendor.
- 41.3 The obligation to pay interest and costs on completion is an essential term of this contract. Interest and costs payable pursuant to this clause 41 is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

#### **42. SECTION 184 CERTIFICATE**

Clause 23.13 is deleted. The vendor will not provide a certificate under section 184 of the Strata Schemes Management Act 2015. The purchaser is authorised to apply for the certificate on the vendor's behalf.

#### **43. REAL ESTATE AGENT**

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty.

#### **44. PRESENT CONDITION**

Subject to section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage, drainage, gas, electricity, telephone and other installations (*Services*) and cannot make a claim or requisition, delay completion, rescind or terminate in respect of:

- (a) the condition, state of repair, dilapidation or infestation (if any) of the property;
- (b) any latent or patent defect in the property;
- (c) the suitability of the property for any purpose;
- (d) loss, damage, dilapidation, infestation, mechanical breakdown, reasonable wear and tear which may affect the property between the date of this contract and completion;
- (e) the zoning and planning controls and restrictions applying to the property and the use to which the property may be put and the development of the property (including all approvals, permits and consents concerning the development or use of the property and the conditions of them);
- (f) the presence in, on, under or near the property of any asbestos or any other hazardous substance;
- (g) any environmental hazard or contamination;

- (h) the nature, location, availability or non-availability of any water, sewerage, drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- (i) whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- (j) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- (k) any rainwater downpipe being connected to the sewer;
- (l) any failure to comply with the *Swimming Pools Act 1992* (NSW) or the regulations prescribed under this Act;
- (m) any non-compliance with the *Local Government Act 1993* (NSW); or
- (n) whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979* (NSW) relating to the installation of smoke alarms.

#### **45. PURCHASER'S WARRANTIES**

45.1 The purchaser represents and warrants that:

- (a) the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- (b) the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- (c) the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

45.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 45.

#### **46. INSOLVENCY OF PURCHASER**

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

- (a) resolve to enter into liquidation or provisional liquidation;
- (b) have a summons presented for its winding-up;
- (c) enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth); or
- (d) have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

#### **47. GUARANTEE**

47.1 This clause 47 applies if the purchaser is a corporation.

47.2 The word *guarantor* means each director of the purchaser as at the date of this contract.

- 47.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 47.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- (a) payment of all money payable by the purchaser under this contract; and
  - (b) the performance of all of the purchaser's other obligations under this contract.
- 47.5 The guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
  - (b) must pay on demand any money due to the vendor under this indemnity.
- 47.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- (a) the performance by the purchaser of its obligations under this contract; and
  - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 47.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 47.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 47.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
  - (b) the release or discharge of any person
  - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
  - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
  - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
  - (f) the winding up of the purchaser.
- 47.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.
- 47.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 47.12 This clause operates as a deed between the vendor and the guarantor.
- 47.13 This clause is an essential term of this contract.

**EXECUTED** as a Deed.

.....

Director/Secretary  
Name:  
Address:

Witness  
Name:  
Address:

.....  
Director/Secretary  
Name:  
Address:

.....  
Witness  
Name:  
Address:

**48. INCLUSIONS**

The vendor hereby discloses and the purchaser acknowledges and agrees that the vendor gives no warranty as to the state of repair, condition or fitness for purpose of any item listed in the inclusions and the purchaser will take title to all such listed items subject to all and any defects which exist at the date of this contract.

**49. CAPACITY**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* prior to completion dies, then either *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply.

**50. VACANT POSSESSION**

50.1 In the event the property is sold subject to vacant possession and a tenant is currently residing in the property, the purchaser agrees that the managing agent under the lease will only provide notice to the tenants to vacate the property after the expiry of the cooling off period.

50.2 In the event the tenant is unable to vacate on the completion date, the purchaser cannot serve the vendor with a notice to complete regarding the inability of the tenant to vacate the subject property.

**51. TENANCY – RESIDENTIAL**

51.1 The property is sold subject to the Residential Tenancy Agreement (Agreement) a copy of which is annexed to the contract.

51.2 The purchaser has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate in respect of it.

51.3 The vendor does not promise that the Agreement will be in force at the completion date.

51.4 The purchaser cannot make a claim or requisition or rescind or terminate this contract because the tenant vacates the premises occupied by it at the contract date before completion:

- (a) on expiry of the Agreement;
- (b) following lawful termination of the tenancy by the tenant or by the vendor with the purchaser's consent; or

- (c) by abandoning the premises in repudiation of the Agreement.

## **52. RELEASE OF DEPOSIT**

The purchaser agrees and acknowledges that by their execution of this contract they irrevocably authorise the vendor's agent to release such part of the deposit monies as the vendor shall require for the purposes of a deposit on purchase of real estate on the condition that:

- (a) The deposit monies are only released and transferred to a trust account of an agent or solicitor/conveyancer: and
- (b) The deposit monies are not further released and transferred.



FOLIO: 15/SP9858

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/1/2026	10:40 AM	11	28/2/2024

LAND

----

LOT 15 IN STRATA PLAN 9858  
AT FAIRY MEADOW  
LOCAL GOVERNMENT AREA WOLLONGONG

FIRST SCHEDULE

-----

LORRAINE CHERYL HINCE (T AN233630)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP9858

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP9858

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2026	10:40 AM	3	14/2/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 9858  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FAIRY MEADOW  
LOCAL GOVERNMENT AREA WOLLONGONG  
PARISH OF WOONONA COUNTY OF CAMDEN  
TITLE DIAGRAM SHEET 1 SP9858

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 9858  
ADDRESS FOR SERVICE OF DOCUMENTS:  
P.O. BOX 65  
WOLLONGONG EAST 2500

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C825510 COVENANT AS REGARDS LOT 5 IN DP18588
- 3 AN586380 INITIAL PERIOD EXPIRED
- 4 AP61118 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 300)

STRATA PLAN 9858

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 21	2	- 21	3	- 20	4	- 19
5	- 16	6	- 22	7	- 22	8	- 21
9	- 20	10	- 16	11	- 22	12	- 22
13	- 21	14	- 20	15	- 17		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

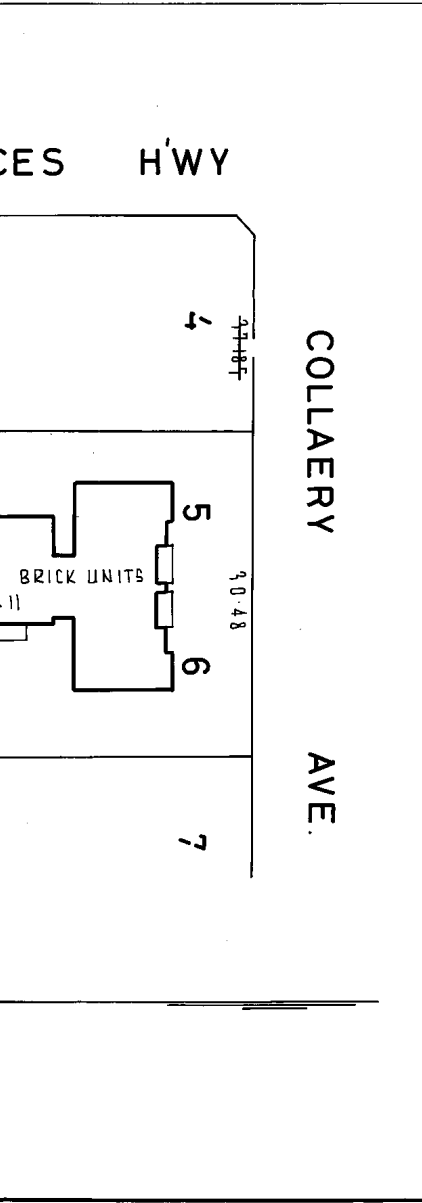
**COUNCIL'S CERTIFICATE**  
 The Council of the City of Wollongong, having satisfied itself that the requirements of the Strata Titles Act, 1972 complied with, approves of the proposed strata plan  
 illustrated herein, subject to the satisfaction of the building department and the registration of the plan in the office of the Registrar-General.  
 Date 24. 11. 75  
 Subdivision No. 189  
 Council Clerk

**SURVEYOR'S CERTIFICATE**  
 I, FRANKLIN CHRISTOPHER COLLIER, a surveyor registered under the Surveyors Act, 1929, hereby certify that:  
 (1) any walls, the inner surface of any part of which corresponds to a boundary of a proposed lot, exist; (2) any lines of cutting, the upper or under surface of any part of which forms a boundary of a proposed lot, exist; (3) any well, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying plan is defined, exists; (4) any building containing proposed lots enclosed on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel subject to subparagraphs (a) and (b); (5) the survey information recorded in the accompanying location plan is accurate; (6) the survey information recorded in the accompanying floor plan is accurate; (7) State whether dealing or plan, and quote registered number.  
 This is sheet 1 of my Plan in 51X sheets.

**PLAN OF**  
 LOTS 5 & 6 IN D.P. 18588  
 Locality: FAIRY MEADOW  
 County: CAMDEN  
 Parish: WOLLONGONG  
 Reduction Ratio 1: 500  
 Lengths are in metres

**STRATA PLAN 9858**  
 Registered 28-1-1975  
 C.A. No. 189 OF 24-6-1975  
 Purpose: STRATA PLAN  
 Ref. Map: WOLLONGONG SH57  
 Last Plan: D. P. 18588

Signatures, seals and statements of intention to create easements or restrictions as to user:  
 M. O'Leid  
 M. O'Leid  
 M. O'Leid  
 M. O'Leid  
 THE COMMON SEAL OF MIDLAND CREDIT LIMITED WAS HERETO APPLIED PURSUANT TO THE AUTHORITY OF THE BOARD OF DIRECTORS IN THE PRESENCE OF:  
 Secretary  
 Director



DATE OF REGISTRATION APPROVED IN REG. DEPT. OFFICE WOLLONGONG P. 1858 15. 11. 75  
 Table of mm 100 120 140 150 160  
 SURVEYOR'S REFERENCE: 13506/4751

Plan Drawing only to appear in this space

**STRATA PLAN 9858**

SCHEDULE OF UNIT ENTITLEMENT	
LOT. N <sup>o</sup>	UNIT ENTITLEMENT
1	21
2	21
3	20
4	19
5	16
6	22
7	22
8	21
9	20
10	16
11	22
12	22
13	21
14	20
15	19
AGGREGATE	300

Reduction Ratio 1:

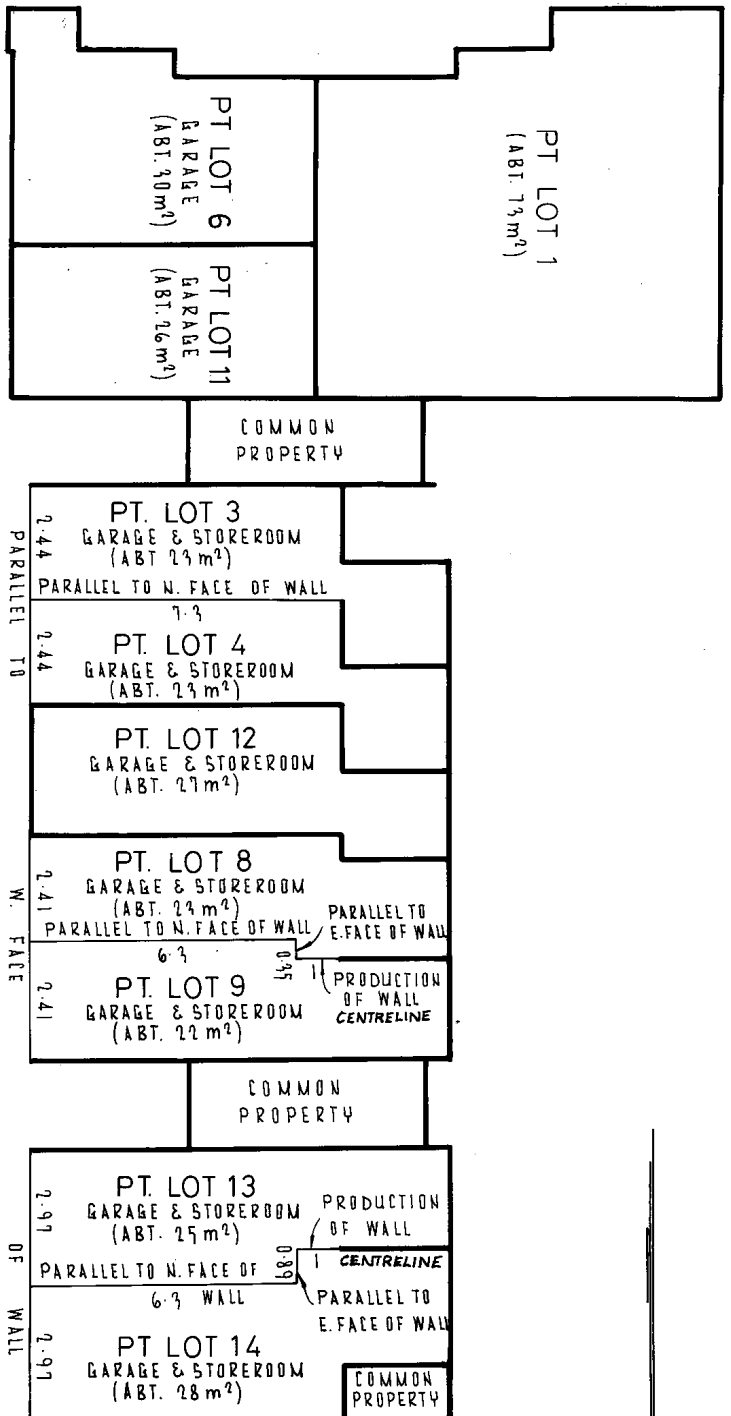
Lengths are in metres



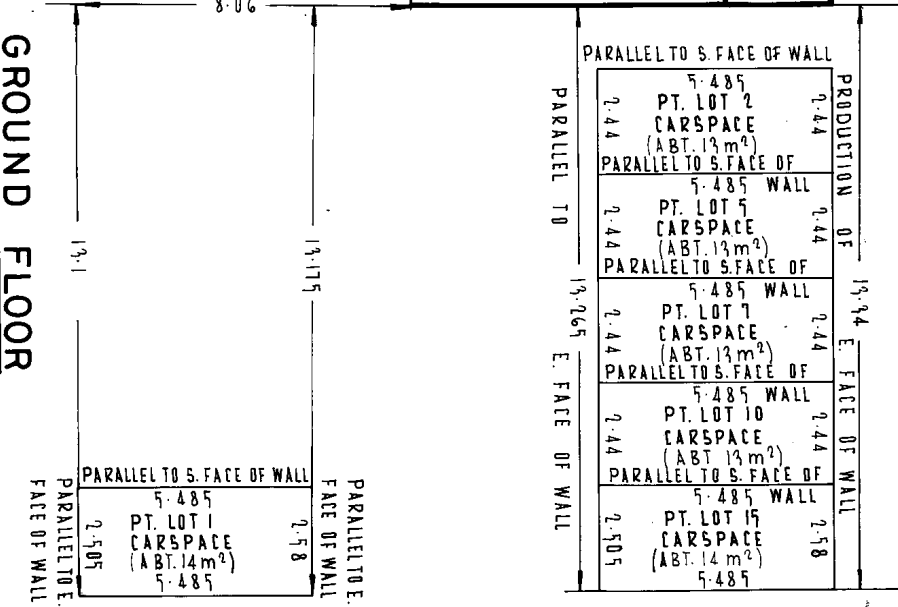
*Decca*  
 Registered Surveyor

*W. G. ...*  
 Council Clerk

SURVEYOR'S REFERENCE: 72306/1752



NOTE: THE STRATA OF EACH CARSPACE IS LIMITED TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.



Reduction Ratio 1:125

Lengths are in metres

*Di. Scammell*  
 Registered Surveyor

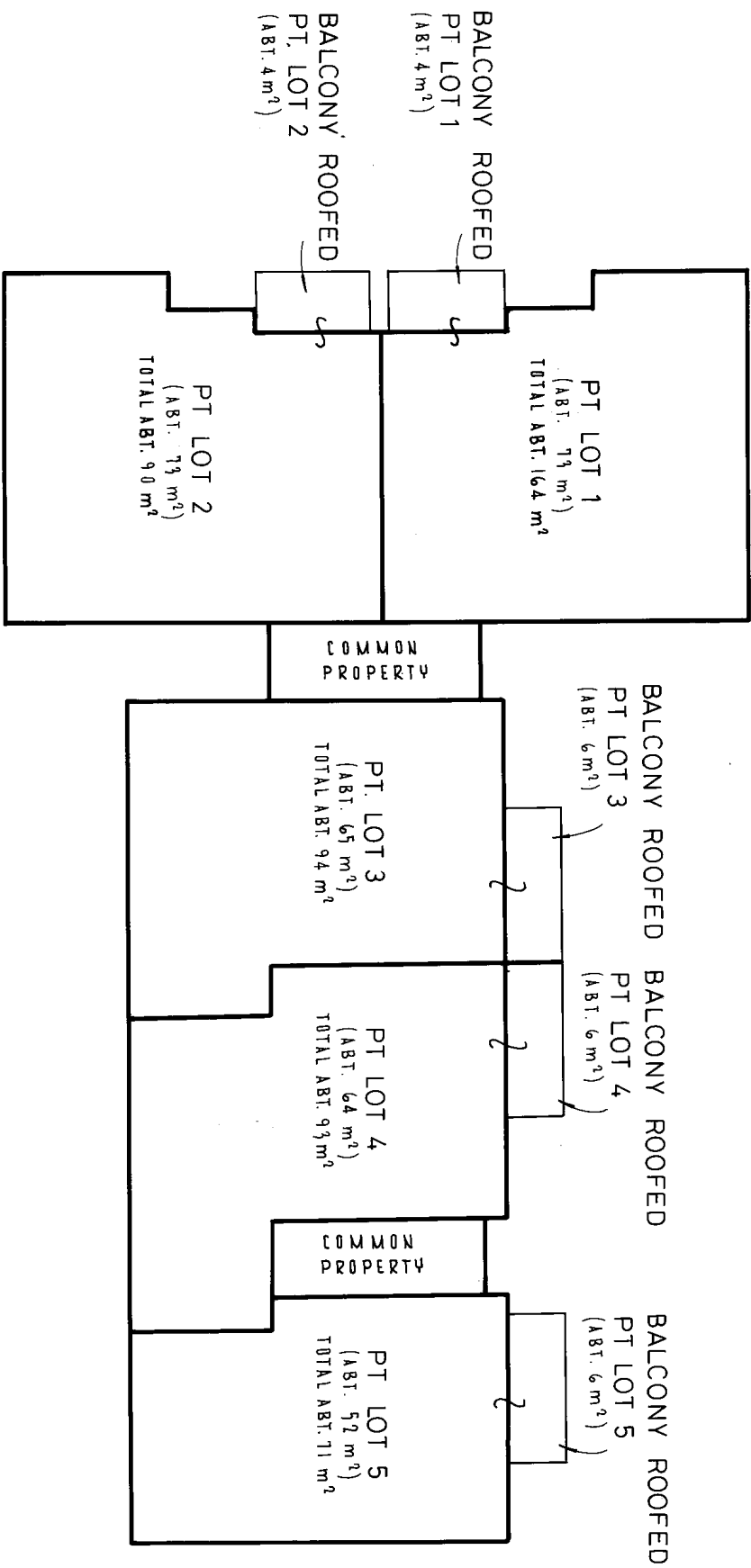
*W. Adams & Co.*  
 Council Clerk

SURVEYOR'S REFERENCE: 13506/1753

STRATA PLAN 9858



STRATA PLAN 9858



FIRST FLOOR

Reduction Ratio 1:125

Lengths are in metres

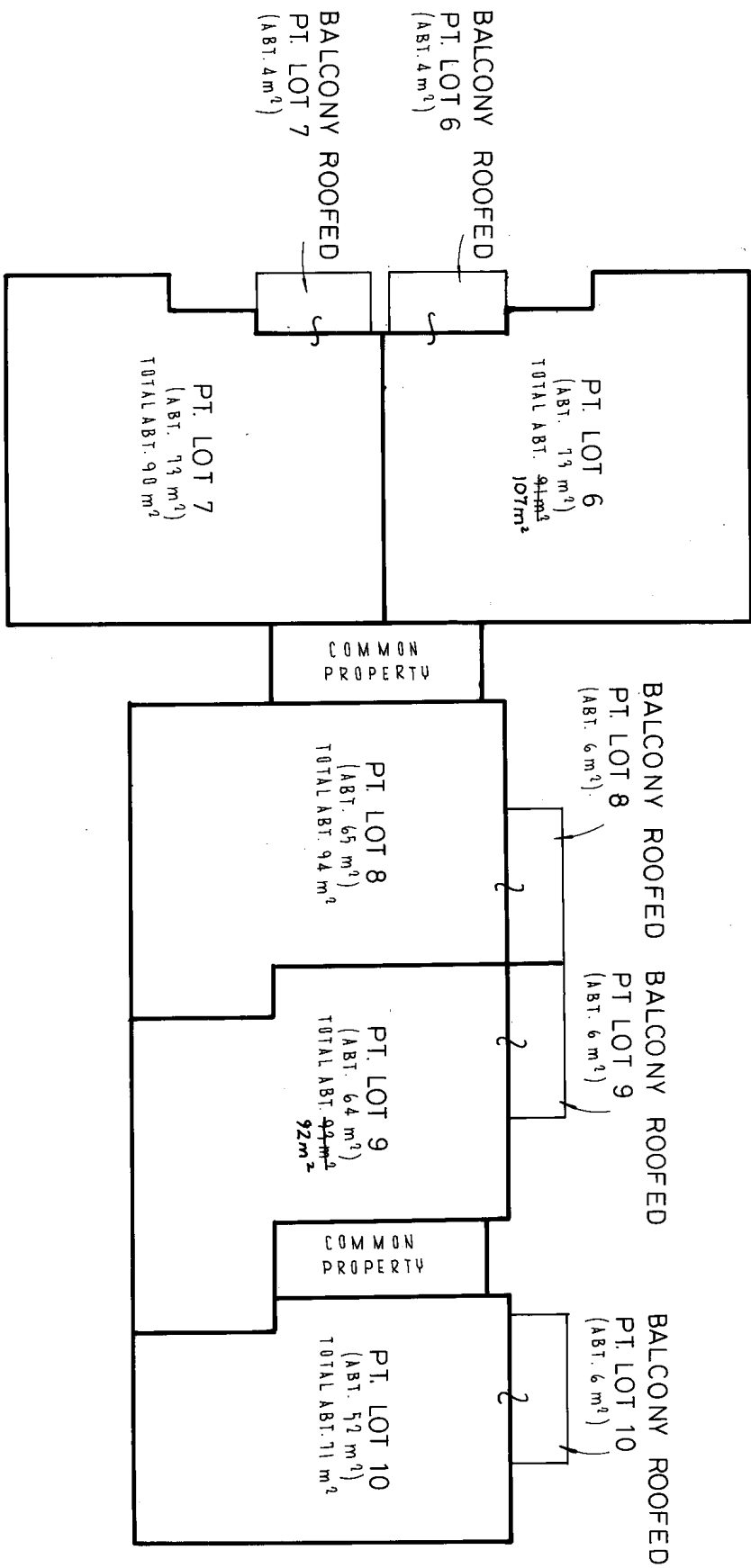
*De C...*  
Registered Surveyor

*Wood...*  
Council Clerk

SURVEYOR'S REFERENCE: 13506/1754



STRATA PLAN 9858



SECOND FLOOR

Reduction Ratio 1:125

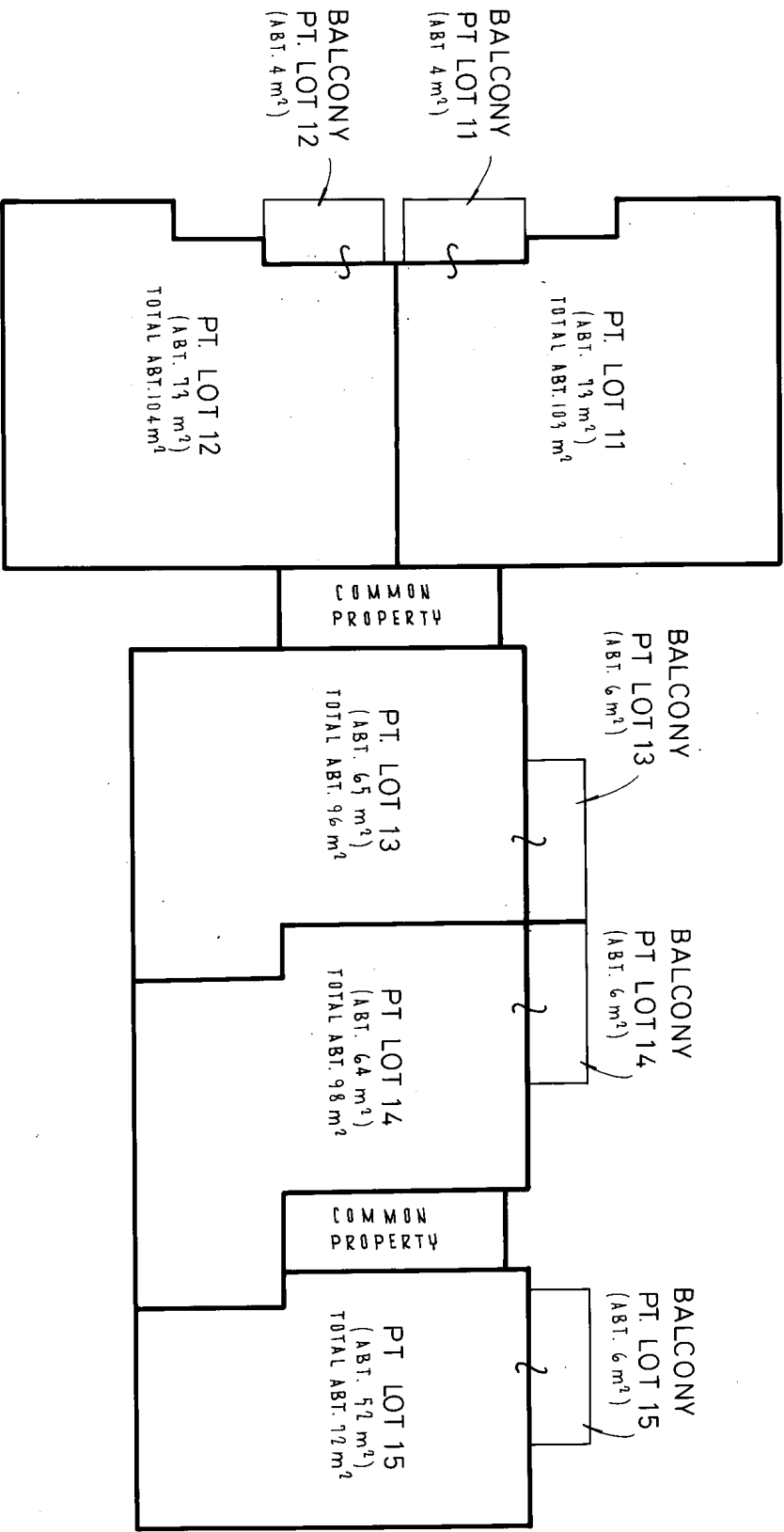
Lengths are in metres

*D. J. McCarthy*  
Registered Surveyor

*Hodgson*  
Incl. Clerk



STRATA PLAN 9858



NOTE - THE STRATA OF EACH BALCONY IS LIMITED TO A HEIGHT OF 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR.

THIRD FLOOR

Reduction Ratio 1: 125

Lengths are in metres

*Deborah*  
Registered Surveyor

*W. Collins*  
Council Clerk



SURVEYOR'S REFERENCE: 13506/4758



MEMORANDUM OF TRANSFER  
(REAL PROPERTY)

C825510

NSR 02 NSR 02

FEES ---  
Lodgment ...  
Endorsement ...  
Certificate ...

1.15.0

I, FRANCIS MERION COLLABRY of near Wollongong Farmer

(herein called transferrer )

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

(£70/0/0) (the receipt whereof is hereby acknowledged) paid to me by

WILLIAM STEVENSON of Fairy Meadow Electrical Labourer

(herein called transferee )

do hereby transfer to the said transferee

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :-

(c)	County	Parish	State if Whole or Part	Vol.	Fol.
	CAMDEN	WONONA	Part Being Lot 5 on Deposited Plan Number 18598	818	235

And the transferee covenants with the transferrer for the benefit of the adjoining land to be the residue of the land comprised in the said Deposited Plan other than the land hereby transferred but only during the ownership thereof by the said transferrer his heirs executors administrators and assigns other than transferees on such covenants with the transferrer that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferrer but such consent shall not be withheld if such fence is erected without expense to the transferrer and in favour of any person dealing with the transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected and for the purposes of section 88 of the Conveyancing Act 1919-1932 it is hereby further

- (a) The land to which the benefit of the above covenant is intended to be a part is the residue of the land comprised in the said Deposited Plan other than the land hereby transferred
- (b) The land which is to be subject to the burden of the above covenant is the land hereby transferred
- (c) The above covenant may be released varied or modified with the consent of the said transferrer his executors administrators and assigns

ENCUMBRANCES, &c., REFERRED TO.

N I L

Signed at WOLLONGONG

the twenty first day of August 1937.

Signed in my presence by the transferrer

FRANCIS MERION COLLABRY  
WHO IS PERSONALLY KNOWN TO ME

*Francis Merion Collabry*  
Solicitor  
Wollongong

*F. M. Collabry*

Transferrer.

Signed

Signed in my presence by the transferee

WILLIAM STEVENSON  
WHO IS PERSONALLY KNOWN TO ME

*William Stevenson*  
Solicitor  
Wollongong

*W Stevenson*

Transferee.

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

not to be disclosed in  
... strike out "in  
... and indicate the  
...  
... or more, state  
... in joint tenants or  
... in common.  
... references cannot  
... inserted, a  
... (obtainable  
... ) may be added.  
... must be signed  
... and their signa-  
...  
... will suffice if  
... in the grant or  
... is transferred.  
... only add "and being  
... D.P.  
... the land shown  
... annexed hereto  
... the residue of the  
... in certificate of grant  
...  
... the consent of the  
... is required  
... and plan mentioned in  
... the L.G. Act, 1919, should  
... accompany the transfer.  
... if unnecessary.  
... should comply  
... of the  
... 1919-32.  
... should be set forth  
... of right-of-way or easement  
... or restriction.  
... in addition to  
... of the Act  
... may also be inserted.

A very short note will suffice.

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

Request attestation if  
necessary.  
If the Transfer or Trans-  
feree dies or is a minor, the  
attorney must state that  
the instrument was read over  
and explained to him, and  
that he appreciated fully the  
understand the same.

If signed by vic. of any power of atty., the vic. power must be recited, and filed with each filing, and the memorandum of non revocation on page 2 signed by the attorney before a witness.

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

4603B

C825510

LODGED BY Russell & McCallum,  
 Solicitors - SYDNEY.  
 BY THE ALBERT  
 ROYER, J. J. J.  
 100 RIVER ST. - SYDNEY.



CONSENT OF MORTGAGEE.

THE COMMERCIAL BANKING COMPANY OF NEW SOUTH WALES  
 Mortgage under Mortgage No. C. 7. 470  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to the rights and remedies as respects the balance of the loan comprised in such mortgage, and as against the Mortgagor and all persons if any and the property comprised in any other security or document.

Dated at Sydney this 28th day of August 1939  
 Director of the Commercial Banking Company of New South Wales  
 Director of the Commercial Banking Company of New South Wales

*William Stevenson*  
*William Stevenson*  
*William Stevenson*

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)  
 Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.)

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed at the place and on the date above-mentioned, in the presence of -

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and thirty \_\_\_\_\_ and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and \_\_\_\_\_ of sound mind and freely and voluntarily signed the same.

INDEXED  
 14 SEP 1939  
 BY CHECKED BY

MEMORANDUM OF TRANSFER OF

Acres \_\_\_\_\_ rods \_\_\_\_\_ perches.  
 Lot 5 of 1888.

Shire \_\_\_\_\_ Municipality \_\_\_\_\_ Parish \_\_\_\_\_ County \_\_\_\_\_  
 North Illawarra

William Stevenson Transferee.

Particulars entered in Register Book, Vol. 218 Fol. 255

the \_\_\_\_\_ day of \_\_\_\_\_ 1939.  
 at \_\_\_\_\_ minutes \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

Register General

PROGRESS RECORD.

Description	Date
Sent to Survey Branch...	2/9/39
Received from Records...	3/9/39
Draft written ...	8/9/39
Draft examined...	11/9/39
Diagram prepared	12/9/39
Diagram examined	22/9/39
Draft forwarded	23/9/39
Supt. of Engrongers	24/9/39
Chief Station Clerk	25/9/39

Vol. 5078 Fol. 44

Diagram Fees ...	
Additional Folios ...	

DOCUMENTS LODGED HEREWITH

To be filled in by person lodging document

Nature	No.	Reg. d. (Vol., etc., M/G, etc.)

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar General or the Registrar of Titles in the Dominion, or before any Judge, Notary Public, Justice of the Peace in New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or Notary Public.  
 If resident at any foreign place, then the parties must sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul General, Consul, Vice Consul, Acting Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes enforcement on first certificate) and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1000, in which case the Certificate fee will be 2/35. Additional fees, however, may be necessary in cases involving more than a simple diagram of more than six folios of engrossing.

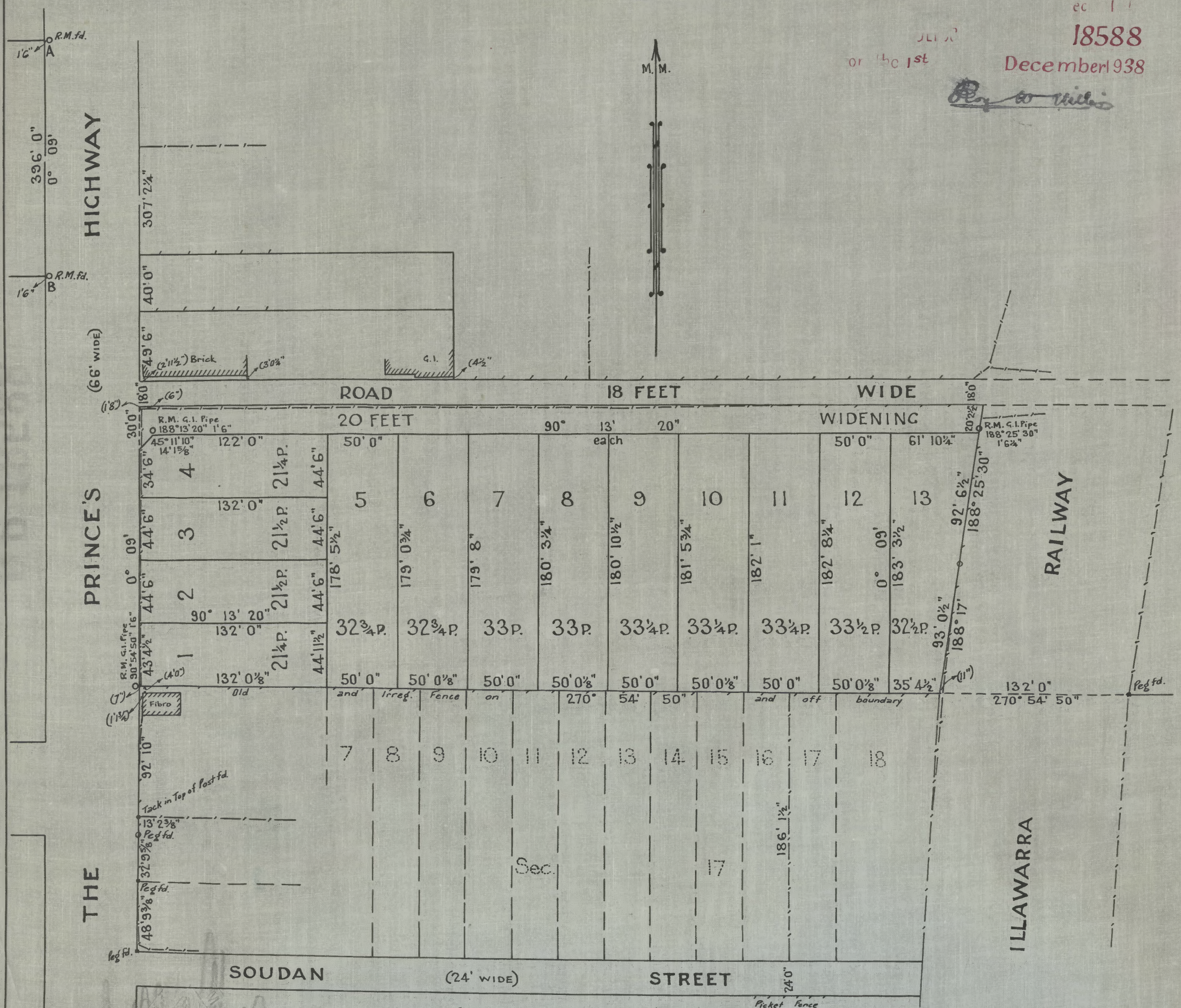
Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Municipality of North Illawarra

# PLAN

of subdivision of part of the land comprised in C.T. Vol. 818 Fol. 235  
C724671 14. 11. 38.  
COLLAERY'S ESTATE  
PARISH OF WONONA COUNTY OF CAMDEN  
Scale 60 feet to an inch

ec 11  
18588  
December 1938



The Common Seal of the Council  
of the Municipality of North Illawarra  
was here affixed in accordance  
with a resolution of the Council  
passed on the 2nd day of November 1938

*W. J. Gaynor, Mayor*  
*W. J. Gaynor, Mayor*

I, Thomas Charles Brown of 31 Rawlinson Avenue Wollongong a surveyor  
registered under the Surveyors Act, 1929, do hereby solemnly and  
sincerely declare (a) that all boundaries and measurements shown on this  
plan are correct, (b) that all survey marks found and relevant physical  
objects on or adjacent to the boundaries are correctly represented, (c) that  
all physical objects indicated actually exist in the positions shown, (d)  
that the whole of the material facts in relation to the land are correctly  
represented, (e) that the survey represented in this plan has been made  
in accordance with the Survey Practice Regulations 1933, by me, and  
was completed on 22<sup>nd</sup> October 1938, and reference marks  
placed as shown hereon.

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

*Thomas C. Brown*  
Surveyor registered under the Surveyors Act, 1929.

Note. It is intended to dedicate to the  
Council the cut off corner of Lot 4 & the  
20 feet widening, as a public thoroughfare.

Approved & Covered by Council Clerk's Certificate

No. 77 of 5/11/38  
*W. J. Gaynor*  
Council Clerk.

Subscribed and declared before me at Port Kembla  
this 25<sup>th</sup> day of October A.D. 1938.

Datum line of Azimuth A-B. *W. J. Gaynor, Mayor*

*W. H. Thomas*

J.P. Surveyor registered under the Surveyors Act, 1929.



CONVERSION TABLE ADDED IN  
 REGISTRAR GENERAL'S DEPARTMENT

DP 18588

FEET INCHES METRES

-	4 1/2	0.115
-	6	0.15
-	7	0.18
-	11	0.28
1	1 3/4	0.35
1	6	0.455
1	6 1/4	0.465
1	8	0.51
2	11 1/2	0.9
3	0 1/4	0.92
4	-	1.22
13	2 3/8	4.025
14	1 5/8	4.31
18	-	5.485
20	-	6.095
20	2 1/2	6.16
24	-	7.315
30	-	9.145
32	8 1/2	9.97
32	9 5/8	10
34	6	10.515
35	4 1/2	10.78
40	-	12.19
43	4 1/2	13.22
44	6	13.565
44	11 1/2	13.705
48	8 5/8	14.85
48	9 3/8	14.87
49	6	15.09
50	-	15.24
50	0 1/8	15.245
61	10 1/4	18.855
66	-	20.115
92	6 1/2	28.205
92	10	28.295
93	0 1/2	28.36
122	-	37.185
132	-	40.235
132	0 1/8	40.235
178	5 1/2	54.39
179	0 3/4	54.58
179	8	54.76
180	3 1/4	54.95
180	10 1/2	55.13
181	5 3/4	55.31
182	1	55.5
182	1 1/8	55.5
182	8 1/4	55.68
183	3 1/2	55.87
186	1 1/2	56.73
307	2 1/4	93.63
396	-	120.7

AC RD P SQ M

-	-	21 1/4	537.5
-	-	21 1/2	543.8
-	-	31 1/2	796.7
-	-	32 1/2	822
-	-	32 3/4	828.3
-	-	33	834.7
-	-	33 1/4	841
-	-	33 1/2	847.3

Form: 15CH  
Release: 1-0

CONSOLIDATION/  
CHANGE OF BY-LAWS  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



AN586380M

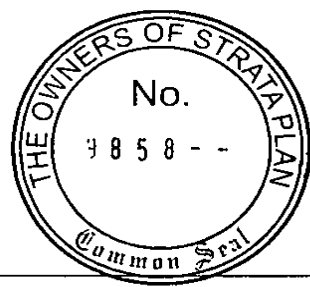
**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person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

(A) TORRENS TITLE	For the common property CP/SP9858	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y  Reference: My Bylaw SP 9858
	<i>3/20</i>	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 9858 certify that pursuant to a resolution passed on 31/07/2018 and
- (D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—
- (E) Repealed by-law No.  
Added by-law No. Special By-law 3  
Amended by-law No.  
as fully set out below:  
Consolidated set of by-laws attached as Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to as Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 9858 was affixed on 8th August 2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *[Handwritten Signature]*  
 Name: KATHINA LAWAGALE  
 Authority: Strata Managing Agent  
 Signature:  
 Name:  
 Authority:



LT PROD BY: 3308 ON 3/8/18 FOR CH

⊕ EXTRA FEE RAISED - CI

### Approved Form 10

#### Certificate re Initial Period

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

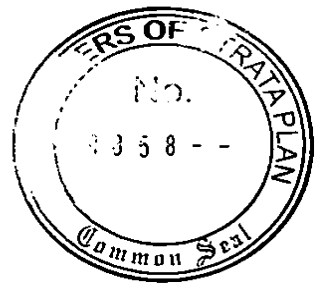
- \*that the initial period has expired.
- ~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 9858 was affixed on <sup>^</sup> 8th August 2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Handwritten Signature] Name: KATERINA LACROIX Authority: Strata Managing Agent

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date  
\* Strike through if inapplicable.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

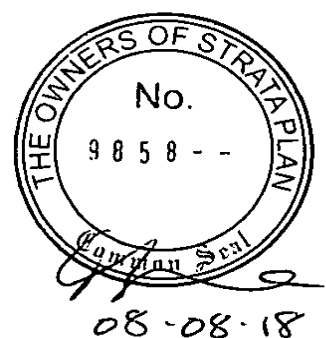
## ANNEXURE A

### PROPERTY

**Strata plan number** 9858  
**Address** 9-11 Collaery Avenue, Fairy Meadow NSW

### BY-LAWS

By-law 1 Noise .....	4
By-law 2 Vehicles .....	4
By-law 3 Obstruction of common property .....	4
By-law 4 Damage to lawns and plants on common property .....	4
By-law 5 Damage to common property .....	4
By-law 6 Behaviour of owners and occupiers .....	4
By-law 7 Children playing on common property in building .....	4
By-law 8 Behaviour of invitees .....	4
By-law 9 Depositing rubbish and other material on common property .....	4
By-law 10 Drying of laundry items .....	4
By-law 11 Cleaning windows and doors .....	5
By-law 12 Storage of inflammable liquids and other substances and materials .....	5
By-law 13 Moving furniture and other objects on or through common property .....	5
By-law 14 Floor coverings .....	5
By-law 15 Garbage disposal .....	5
By-law 16 Keeping of animals .....	5
By-law 17 Appearance of lot .....	5
By-law 18 Notice board .....	5
By-law 19 Change in use of lot to be notified .....	5
Special By-law 1 Air conditioning (Dealing S461508) .....	6
Special By-law 2 Carspace enclosure (Dealing 8846097) .....	6
Special By-law 3 Renovations to Lot 1 .....	6



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

### By-law 1 Noise

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

### By-law 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 written approval of the owners corporation.

### By-law 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

### By-law 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

### By-law 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 without the approval in writing of the owners corporation. Note. This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.
2. An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
3. This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders, or
  - (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.
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 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

### By-law 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.

### By-law 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.

### By-law 8 Behaviour of invitees

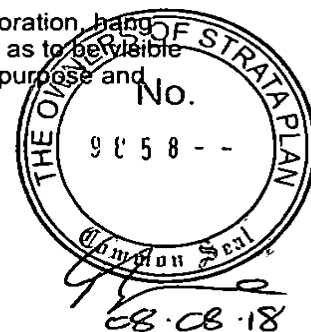
An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

### By-law 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 likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

### By-law 10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing 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.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## **By-law 11 Cleaning windows and doors**

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

## **By-law 12 Storage of inflammable liquids and other substances and materials**

1. An owner or occupier of a lot must not, except with the approval in writing 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.

## **By-law 13 Moving furniture and other objects on or through common property**

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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

## **By-law 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.

## **By-law 15 Garbage disposal**

An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle 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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## **By-law 16 Keeping of animals**

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal 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.

## **By-law 17 Appearance of lot**

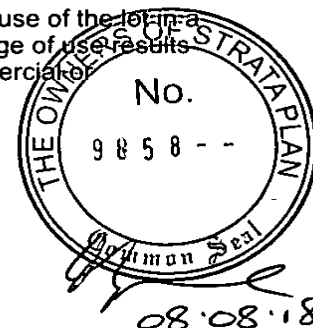
1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing,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

## **By-law 18 Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

## **By-law 19 Change in use of lot to be notified**

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



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## Special By-law 1 Air conditioning (Dealing S461508)

A proprietor of a Lot which shall request, in writing approval to install an air conditioning unit upon that proprietor's Lot shall be given such approval PROVIDED that all costs relating to the installation, preparation and maintenance of such air conditions unit shall be the responsibility of the proprietor of that Lot. PROVIDED HOWEVER that such air conditioning units shall not be fitted into brick walls.

## Special By-law 2 Carspace enclosure (Dealing 8846097)

An owner of a lot may not install or maintain an enclosure within the carspace that forms part of his lot, except according to the following conditions and stipulations:

1. The enclosure may not be used except for the garaging of motor vehicles or motorcycles, or the storage of the personal property of the owner or occupier of his lot.
2. Before installing the enclosure, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings, plans and specifications.
3. In installing the enclosure, the owner must comply with any conditions of approval of the local Council, and must undertake the work in a proper and skilful manner.
4. The enclosure must be in keeping in appearance and design with enclosures previously installed on the ground floor.
5. The owner must indemnify the Owners Corporation against any liability or expense that may be incurred by reason of the installation, use or condition of the enclosure.
6. The owner must maintain the enclosure in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace it whenever necessary.
7. The garage doors installed must be mission brown in colour.
- 8.

## Special By-law 3 Renovations to Lot 1

### A DEFINITIONS

"Owner" means the Owners of Lot: 1 in Strata Plan 9858.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

### B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- (A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## C. CONDITIONS

### 1 MAINTENANCE

- (A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- (B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

### 2 DOCUMENTATION

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation or Strata Committee for approval;

- (A) plans and drawings;
- (B) specifications;
- (C) structural diagrams (if required);
- (D) a Schedule of Works; and
- (E) any other document reasonably required by the Owners Corporation or Strata Committee.

### 3 APPROVALS

- (A) The Building Works must be compliant with Australian Standards.
- (B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
  - (I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and
  - (II) any other relevant statutory authority whose requirements apply to the Building Works.

### 4 INSURANCE

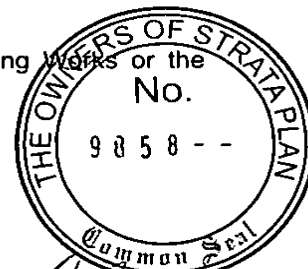
Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- (A) contractors all works insurance (if required);
- (B) insurance required under the Home Building Act 1989 (if required);
- (C) workers compensation insurance (if required); and
- (D) public liability insurance in the amount of \$10,000,000 (if required)

### 5 PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;



## CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

### 6 LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

### 7 INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

### 8 COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

### 9 OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

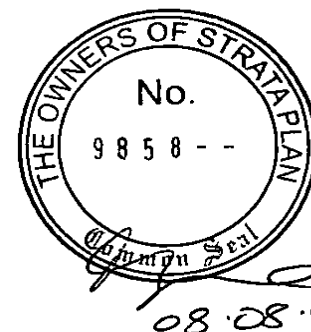
### 10 RIGHT TO REMEDY DEFAULT

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

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

### 11 BUILDING WORKS ALREADY PERFORMED

Clauses 3B, 4 and 5 do not apply to Building works already performed at the date of this Special By-law. All other clauses apply. Every clause applies to future building works.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

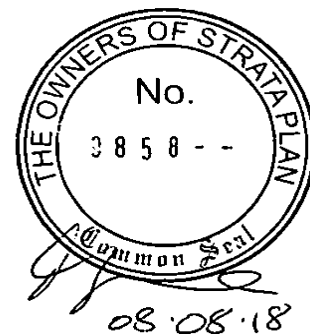
## ENCLOSURE 1

### SCHEDULE OF WORKS COMPLETED - BATHROOM

1. Disconnect tapware, shower screen, toilet, vanity, bath, floor and wall tiles from bathroom
2. Replace plumbing
3. Carry out waterproofing to comply with Building Code of Australia
4. Lay floor and wall tiles throughout bathroom
5. Install tapware, install vanity, install toilet, install shower screen.
6. Disposal of all building waste.

### SCHEDULE OF WORKS COMPLETED - KITCHEN

1. Disconnect sink, oven, hot plate and range hood.
2. Remove tile splash backs and kitchen cabinets.
3. Install new kitchen cabinets.
4. Reconnect sink, oven, hotplate and range hood.
5. Tile splash back.
6. Disposal of all building waste.



Form: 15CH  
Release: 1-0

CONSOLIDATION/  
CHANGE OF BY-LAWS

New South Wales

Strata Schemes Management Act 2015  
Real Property Act 1900



AP61118E

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/SP9858 ✓

(B) **LODGED BY**

Document Collection Box <b>312D</b>	Name, Address or DX, Telephone, and Customer Account Number if any LAWAGENTS 123202Y Reference: My Bylaw SP 9858	CODE <b>CH</b>
--	---	-------------------

- (C) The Owners-Strata Plan No. 9858 ✓ certify that pursuant to a resolution passed on 11/12/2018 and
- (D) in accordance with the provisions of SECTION 141 OF THE STRATA SCHEMES MANAGEMENT ACT 2015 the by-laws are changed as follows—
- (E) Repealed by-law No. Not applicable  
Added by-law No. Special By-law 4  
Amended by-law No. Not applicable  
as fully set out below:  
Consolidated set of by-laws attached as 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. 9858 ✓ was affixed on 25<sup>th</sup> January 2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

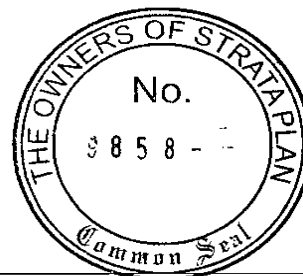
Name: **KATRINA Lacimade**

Authority: **Strata Managing Agent**

Signature:

Name:

Authority:



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

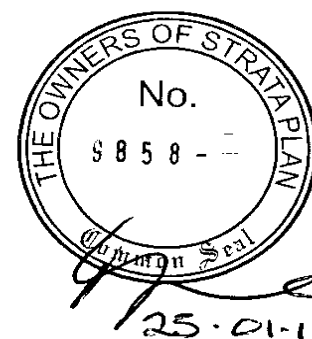
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**Strata plan number** 9858  
**Address** 9-11 Collaery Avenue, Fairy Meadow NSW

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Special By-law 3 - Renovations to Lot 1 (Dealing AN586380M) .....	6
Special By-law 4 - Bathroom Renovations Unit 2 .....	10



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 2

### **By-law 1 Noise**

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

### **By-law 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 written approval of the owners corporation.

### **By-law 3 Obstruction of common property**

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

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- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
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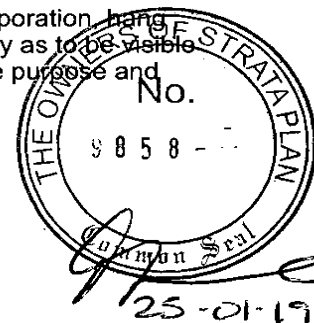
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# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

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

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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 strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

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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.
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An owner or occupier of a lot:

- (a) must maintain 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 adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle 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 is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle 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 collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

## **By-law 16 Keeping of animals**

1. Subject to section 157 of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal 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.

## **By-law 17 Appearance of lot**

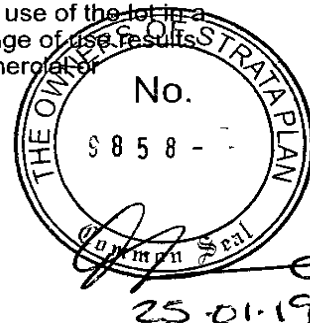
1. The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
2. This by-law does not apply to the hanging of any washing,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

## **By-law 18 Notice board**

An owners corporation must cause a notice board to be affixed to some part of the common property.

## **By-law 19 Change in use of lot to be notified**

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



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## Special By-law 1 Air conditioning (Dealing S461508)

A proprietor of a Lot which shall request, in writing approval to install an air conditioning unit upon that proprietor's Lot shall be given such approval PROVIDED that all costs relating to the installation, preparation and maintenance of such air conditions unit shall be the responsibility of the proprietor of that Lot. PROVIDED HOWEVER that such air conditioning units shall not be fitted into brick walls.

## Special By-law 2 Carspace enclosure (Dealing 8846097)

An owner of a lot may not install or maintain an enclosure within the carspace that forms part of his lot, except according to the following conditions and stipulations:

1. The enclosure may not be used except for the garaging of motor vehicles or motorcycles, or the storage of the personal property of the owner or occupier of his lot.
2. Before installing the enclosure, the owner must provide the Owners Corporation with a copy of any requisite approval of the local Council, including all conditions of approval, drawings, plans and specifications.
3. In installing the enclosure, the owner must comply with any conditions of approval of the local Council, and must undertake the work in a proper and skilful manner.
4. The enclosure must be in keeping in appearance and design with enclosures previously installed on the ground floor.
5. The owner must indemnify the Owners Corporation against any liability or expense that may be incurred by reason of the installation, use or condition of the enclosure.
6. The owner must maintain the enclosure in a state of good and serviceable repair and in clean, tidy and well-ordered condition, and must renew or replace it whenever necessary.
7. The garage doors installed must be mission brown in colour.
- 8.

## Special By-law 3 - Renovations to Lot 1 (Dealing AN586380M)

### A DEFINITIONS

"Owner" means the Owners of Lot: 1 in Strata Plan 9858.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

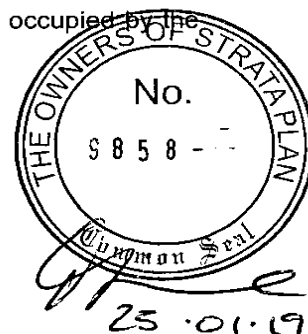
"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

### B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- (A) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (B) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## C. CONDITIONS

### 1 MAINTENANCE

- (A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- (B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

### 2 DOCUMENTATION

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Owners Corporation or Strata Committee for approval;

- (A) plans and drawings;
- (B) specifications;
- (C) structural diagrams (if required);
- (D) a Schedule of Works; and
- (E) any other document reasonably required by the Owners Corporation or Strata Committee.

### 3 APPROVALS

- (A) The Building Works must be compliant with Australian Standards.
- (B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;
  - (I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and
  - (II) any other relevant statutory authority whose requirements apply to the Building Works.

### 4 INSURANCE

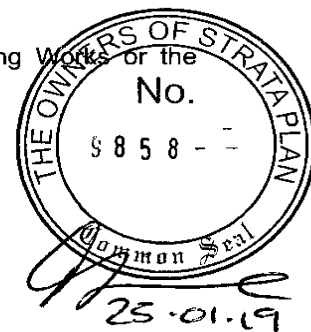
Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- (A) contractors all works insurance (if required);
- (B) insurance required under the Home Building Act 1989 (if required);
- (C) workers compensation insurance (if required); and
- (D) public liability insurance in the amount of \$10,000,000 (if required)

### 5 PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;



## CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

### 6 LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

### 7 INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

### 8 COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

### 9 OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

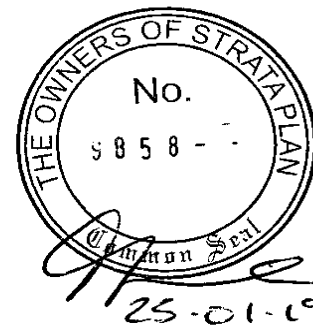
### 10 RIGHT TO REMEDY DEFAULT

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

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

### 11 BUILDING WORKS ALREADY PERFORMED

Clauses 3B, 4 and 5 do not apply to Building works already performed at the date of this Special By-law. All other clauses apply. Every clause applies to future building works.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## ENCLOSURE 1

### SCHEDULE OF WORKS COMPLETED - BATHROOM

1. Disconnect tapware, shower screen, toilet, vanity, bath, floor and wall tiles from bathroom
2. Replace plumbing
3. Carry out waterproofing to comply with Building Code of Australia
4. Lay floor and wall tiles throughout bathroom
5. Install tapware, install vanity, install toilet, install shower screen.
6. Disposal of all building waste.

### SCHEDULE OF WORKS COMPLETED - KITCHEN

1. Disconnect sink, oven, hot plate and range hood.
2. Remove tile splash backs and kitchen cabinets.
3. Install new kitchen cabinets.
4. Reconnect sink, oven, hotplate and range hood.
5. Tile splash back.
6. Disposal of all building waste.



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

## Special By-law 4 - Bathroom Renovations Unit 2

### A DEFINITIONS

"Owner" means the Owners of Lot: 2 in Strata Plan 9858.

"Building Works" means the renovation and/or alteration of bathroom(s) in accordance with the Owner's Schedule of Works.

"Reasonable and satisfactory standard" means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

"Schedule of Works" means the Owner's list of all of the Building Works already completed or proposed to be performed, approved by the Owner's Corporation and enclosed herewith and marked 'Enclosure 1'.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as those words are attributed under that Act.

### B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have;

- (G) special privilege in respect of the common property to perform, erect and keep the Building Works to and on the common property; and
- (H) in relation to their lot, the exclusive use of those parts of the common property occupied by the Building Works.

### C. CONDITIONS

#### 1 MAINTENANCE

- (A) The Owner must properly maintain and keep the common property adjacent to their lot to which the Building Works are erected or attached to a reasonable and satisfactory standard.
- (B) In respect of their lot, the Owner must properly maintain and keep the Building Works to a reasonable and satisfactory standard and must replace the Building Works if/as required from time to time.

#### 2 DOCUMENTATION

Before commencing the Building Works the Owner must submit the following documents relating to the Building Works to the Strata committee or the Owners Corporation for approval;

- (A) plans and drawings;
- (B) specifications;
- (C) structural diagrams (if required);
- (D) a Schedule of Works; and
- (E) any other document reasonably required by the Strata committee or the Owners Corporation.

#### 3 APPROVALS

- (A) The Building Works must be compliant with Australian Standards.
- (B) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from;



# CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

(I) the relevant consent authority under the Environmental Planning and Assessment Act (if required); and

(II) any other relevant statutory authority whose requirements apply to the Building Works.

## 4 INSURANCE

Before commencing the Building Works the Owner must affect or cause to be affected the following insurances as required;

- (A) contractors all works insurance (if required);
- (B) insurance required under the Home Building Act 1989 (if required);
- (C) workers compensation insurance (if required); and
- (D) public liability insurance in the amount of \$10,000,000 (if required).

## 5 PERFORMANCE OF WORKS

In performing the Building Works, the Owner must;

- (A) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;
- (B) protect all areas of the scheme outside their lot from damage by the Building Works or the transportation of construction materials, equipment, debris;
- (C) keep all areas of the building outside their respective lot clean and tidy throughout the performance of the Building Works;
- (D) only perform the Building Works at the times approved by the Owners Corporation;
- (E) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (F) remove all debris resulting from the Building Works immediately from the building; and
- (G) comply with the requirements of the Owners Corporation to comply with any bylaws and any relevant statutory authority concerning the performance of the Building Works.

## 6 LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

## 7 INDEMNITY

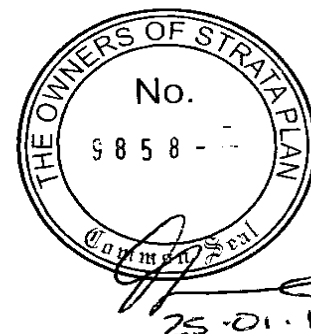
The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 in respect of any property of the Owners.

## 8 COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

## 9 OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.



## CONSOLIDATED BY-LAWS OF STRATA PLAN 9858

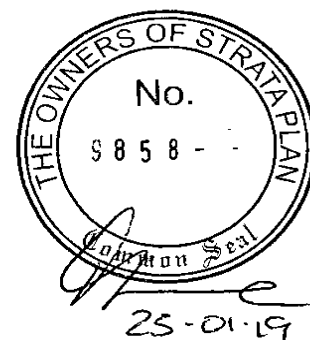
### 10 RIGHT TO REMEDY DEFAULT

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

- (A) carry out all work necessary to perform that obligation;
- (B) enter upon any part of the parcel to carry out that work; and
- (C) recover the costs of carrying out that work from the Owner.

### ENCLOSURE 1 (to be completed by the lot owner)

The works are taking down old tiles out of the bathroom and completely waterproofing the bathroom, putting up new tiles and new shower screen and toilet.



InfoTrack Pty Ltd  
GPO Box 4029  
Sydney 2001 NSW

REFERENCE	CERT-2026/356
Issued	22-Jan-2026
Certificate Type	Section 10.7(2)
Your Reference	1185
Council Property Reference	365700

## PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

PROPERTY DETAILS	
Legal Description	Lot 15 SP 9858
Location	15/9 Collaery Avenue FAIRY MEADOW NSW 2519

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

### SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

#### 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

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

#### State Environmental Planning Policies

State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Precincts - Regional) 2021  
State Environmental Planning Policy (Exempt and Complying) 2008  
State Environmental Planning Policy (Sustainable Buildings) 2023

**(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.**

#### **Draft Development Control Plan 2009 Review**

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition:

B4 Development in Centres and Peripheral Sales Precincts

D13 Development in Wollongong City Centre

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

**(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –**

- (1) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (2) 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 -

### **Wollongong Local Environment Plan 2009**

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 (see below)**

**(b) the purposes for which development in the zone (see below) -**

- i. may be carried out without development consent
- ii. may not be carried out except with development consent
- iii. is prohibited

## **R2 Low Density Residential**

### **1. Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment,
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

### **2. Permitted without consent**

Home occupations.

### **3. Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boat launching ramps; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses, Home industries, Hospitals; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture, Places of public worship; Pond-based aquaculture, Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture, Veterinary hospitals

### **4. Prohibited**

Any development not specified in item 2 or 3

Note: For subdivision consent requirements see Clause 2.6 of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.7 of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7 of Wollongong Local Environmental Plan 2009.

**Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.**

#### **(c) Whether additional permitted uses apply to the land -**

Nil.

#### **(d) Whether any 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 -**

Refer to State Environmental Planning Policy applying to this land.

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

Nil.

#### **(f) Whether the land is in a conservation area (however described)**

Nil.

**(g) Whether an item of environmental heritage (however described) is situated on the land**

Nil.

### **3. CONTRIBUTION PLANS**

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

#### **Contributions Plan**

##### **Wollongong City-Wide Development Contributions Plan 2024**

This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW)*. The contribution is calculated based on the proposed cost of carrying out development and the applicable percentage rate. Where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Council's website.

#### **Draft Contributions Plan**

The Draft Wollongong City-Wide Development Contributions Plan 2025 is on exhibition from Monday 8 September to Monday 20 October 2025. Further information is available on <https://our.wollongong.nsw.gov.au> or call Land Use Planning on 4227 7111.

- (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
  - (b) the name of the Ministerial planning order in which the region is identified.
- (a) Illawarra-Shoalhaven region
- (b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*
- (3) If the land is in special contributions area to which a continued 7.23 determination applies, the name of the area

Nil.

- (4) In this section –

Continued 7.23 determination mean 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.

Note: For land to which State Environmental Planning Policy (Transport and Infrastructure) 2021 – Chapter 5 Three Ports applies, Exempt and Complying Development is detailed under clauses 6.5 and 6.6 of this State Environmental Planning Policy.

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

Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.

- Part 3 Housing Code
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 3BA - Pattern Book Development Code (R1, R2, R3)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 - Industrial and Business Alterations Code
- Part 5A - Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code
- Part 9 – Agritourism and Farm Stay Accommodation Code

### **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

### **Lot 15 SP 9858**

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

(1) Subject to the terms of each code, and the zoning of the land, exempt development may be carried out for the following codes to the extent that the land has no affectation.

Part 2 - Exempt Development Code

## **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

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

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

Nil.

## **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.

Nil.

## **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**

**(b) an environmental planning instrument, or**

**(c) a resolution of the council**

Council has no record that the land is affected by any Road Widening or Road Realignment under:

a. Part 3 of Division 2 of the *Roads Act 1993*, or

b. any environmental planning instrument, or

c. any resolution of the Council.

## 9. FLOOD RELATED DEVELOPMENT CONTROLS

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

**Lot 15 SP 9858**

The land or part of the land is within the flood planning area and is subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

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

**Lot 15 SP 9858**

Not Applicable.

(3) In this clause -

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

**Floodplain 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.

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

Please note that flood information may change following a review of Council's flood study and Floodplain Risk Management Study. As part of the review, design parameters for these studies may change, and therefore the flood levels, velocities and flood risks may vary from the current studies.

## 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 land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding -

- Council has adopted Clause 7.10 of Wollongong Local Environmental Plan 2009 – Development in Areas subject to airport noise.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.
- Council has adopted Acid Sulfate Maps.
- Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.
- Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.
- Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).
- Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.

*Note: Further information relating to potential contamination of this parcel of land is available under the section of this certificate titled CONTAMINATED LAND MANAGEMENT ACT 1997. Advice on other relevant matters affecting the land that Council is aware of (including contamination) may be available by application for a separate Planning Certificate issued under section 10.7(5) of the Environmental Planning & Assessment Act 1979.*

- (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 **not** recorded in Council's records as bushfire prone land.

## **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**

For register information contact [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

Nil.

## **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 is not proclaimed 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.

Nil.

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

Not Applicable.

- (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.

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

## 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 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.*

Nil.

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

Nil.

## 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.

Council has not been notified of an order.

## 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.*

Nil.

## 20. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

Whether under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 the land is -

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not Applicable.

## 21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (housing) 2021*, chapter 3, Part 5 applied 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, clause 88(2);

Nil.

## 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 -
  - a) the period for which the certificate is current, and
  - b) that a copy may be obtained from the Department.
- (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, clause 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).
- (4) In this section— **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*

Nil.

## 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.

Nil.

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 provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

## **24. SPECIAL ENTERTAINMENT PRECINCT**

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.

Nil.

## **25. INTERIM DEVELOPMENT IN FUTURE INFRASTRUCTURE CORRIDORS**

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, Section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

Nil.

## **CONTAMINATED LAND MANAGEMENT ACT 1997**

**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 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,**
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the certificate is issued,**
- (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,**
- (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,**
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate**

Council has **not** been advised that:

- a. The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b. The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c. The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d. The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e. The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

## **OTHER INFORMATION**

### **Illawarra Shoalhaven Regional Plan**

The Department of Planning and Environment released the Illawarra Shoalhaven Regional Plan 2041.

#### **Bushfire**

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alternation Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or the flame zone (BAL-FZ). In addition, for development specified for the Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ or grassland.

## **GENERAL INFORMATION**

The following general information is brought to the attention of land owners.

### **1. Tree Management Policy**

Wollongong DCP Chapter E17 - Tree and Vegetation Management along with Council's Tree Management Policy outline Council's requirements for the preservation and management of trees and other vegetation within the Wollongong Local Government Area. A person must not undertake clearing, pruning or removal of a declared tree or vegetation without development consent through a Development Application, or a Permit granted by Council.

A declared tree is defined as -

- a) Five (5) metres or more in height; or
- b) Have a diameter of 30 cm (300mm) or more measured at ground level.

Please note that:

- A permit is also required for any dead or dying trees.
- Pruning of major structural roots or anchor roots are also subject to a Permit.

Some trees may be exempt and do not require a permit to prune and/or remove them.

Information on permit and development application requirements, including other exemptions please refer to the Wollongong Development Control Plan Chapter E17 – Tree and Vegetation Management.

Further information regarding a tree permit application process and trees and development can be obtained from Council's website: <http://www.wollongong.nsw.gov.au/trees> or by contacting Council's Customer Service on 4227 7111.

### **2. Termite Management for Buildings**

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

### **3. Lead Paint and Building Renovations**

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

#### **4. Sewage Management Systems**

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

#### **5. Asbestos**

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 6 February 2023 adopted the Asbestos Management Policy, which states Council's commitment to and responsibilities for safely managing asbestos and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council's website: [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au).

#### **6. Building Product Use Ban**

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of greater 30 percent Polyethylene (PE) by mass ("the building product") in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

This document is authorised by:

#### **LIS Information Officer - Section 10.7 Planning Certificates**

Wollongong City Council  
Telephone (02) 42277111

# Sewer Service Diagram

Application Number: 8004953475

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
**SEWERAGE SERVICE DIAGRAM**

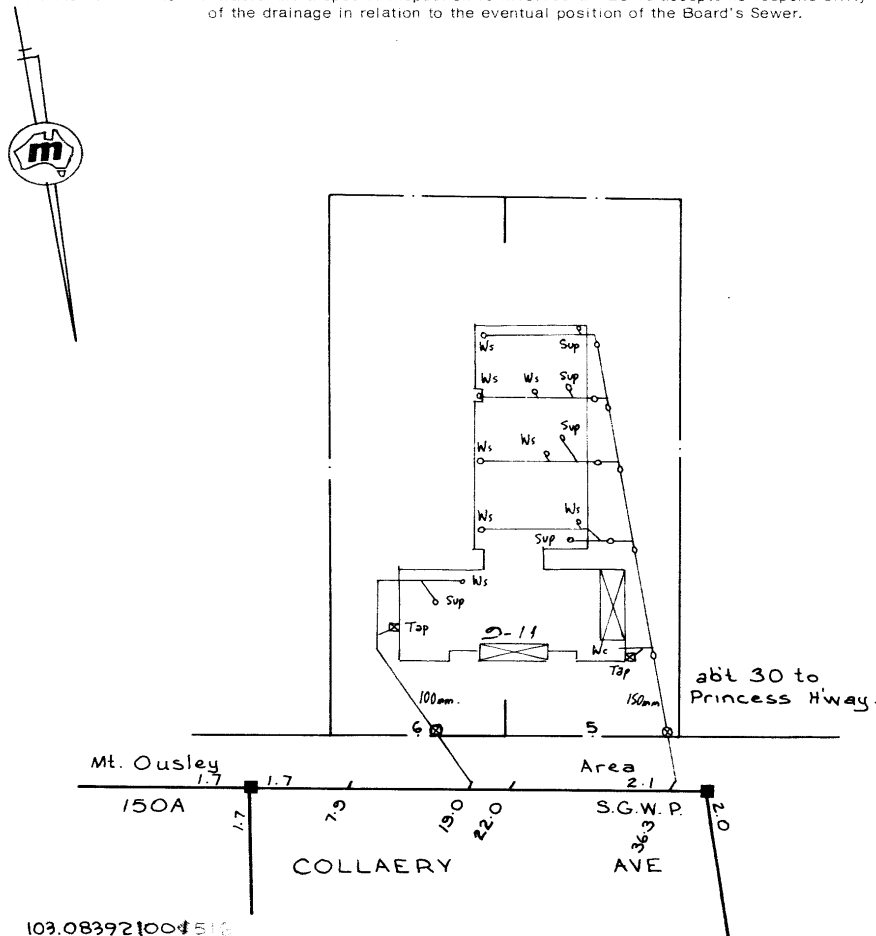
Municipality of C of W  
Fairy Meadow

No. 14720

- |      |                    |        |                |    |              |     |                   |
|------|--------------------|--------|----------------|----|--------------|-----|-------------------|
| □    | Boundary Trap      | ■ RV   | Reflux Valve   | IP | Induct Pipe  | Bsn | Basin             |
| ⊕    | Inspection Shaft   | —      | Cleaning Eye   | MF | Mica Flap    | Snr | Shower            |
| ■    | Pit                | ○ VERT | Vertical Pipe  | T  | Tubs         | WIP | Wrought Iron Pipe |
| ■ GI | Grease Interceptor | ○ VP   | Vent Pipe      | KS | Kitchen Sink | CIP | Cast Iron Pipe    |
| ⊗    | Gully              | ○ SVP  | Soil Vent Pipe | WC | Water Closet | FW  | Floor Waste       |
| ⊗ PT | P Trap             | ○ DCC  | Down Cast Cowl | BW | Bath Waste   | WM  | Washing Machine   |

**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.



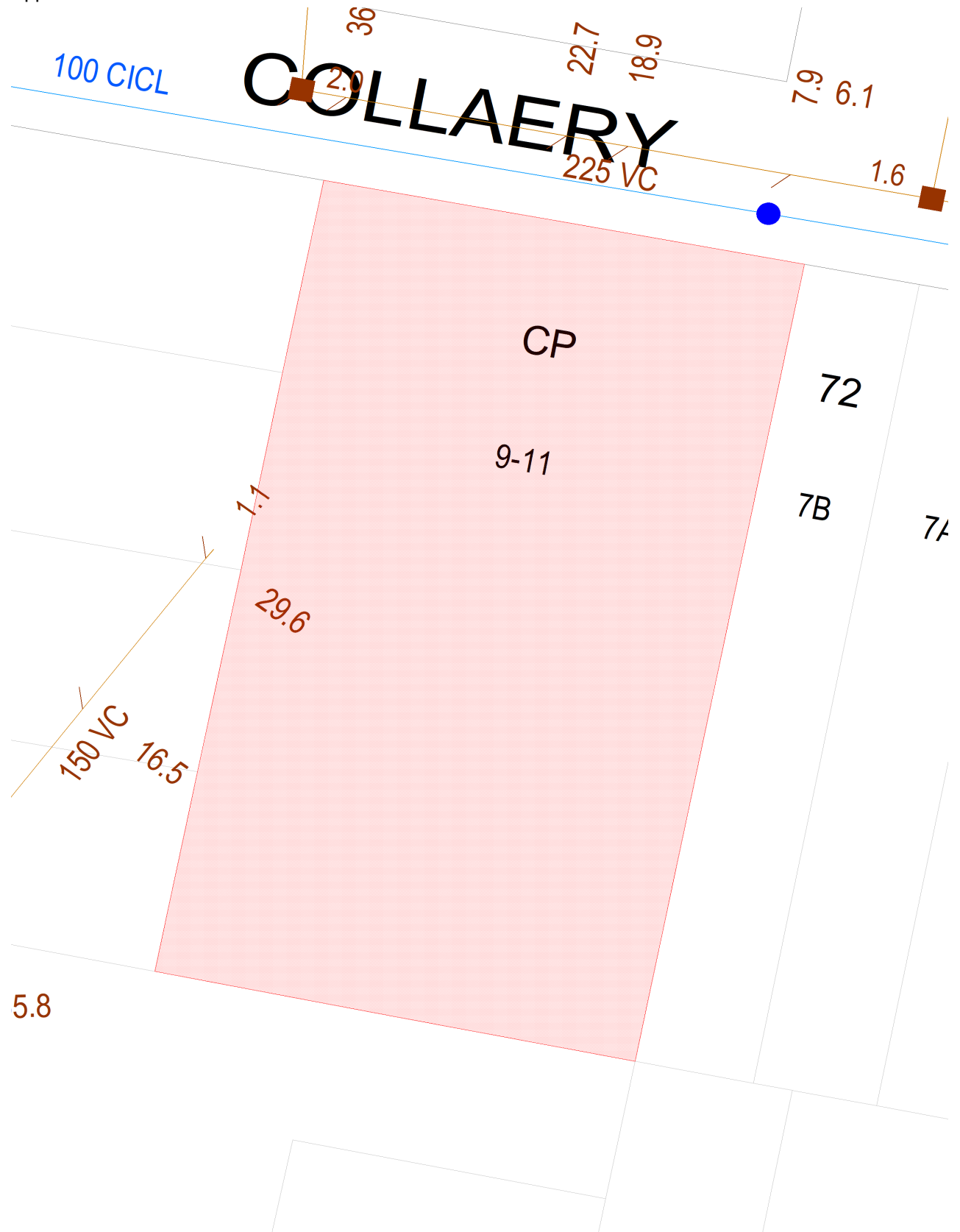
103.083921004512  
RATE No. 103.08392/02 W.C.s  
SHEET No. 4893 U.C.s  
**Scale 1 : 500** For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
.....W.C.	Supervised by	Date	Date	Supervised by	Date
.....Bth.	Inspector		Date	Inspector	
.....Shr.					
.....Bsn.					
.....K.S.	Examined by		Outfall: <b>Bellambi</b>		
.....T.	Chief Inspector		Drainer	6-247	6-258
.....Plg.			Plumber		
Dge. Int.	Tracing Checked		Boundary Trap		
Dge. Ext.			is not required		

**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: 8004953482



Document generated at 22-01-2026 11:32:27 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

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

# Standard Form Agreement

## Standard form residential tenancy agreement

### Schedule 1

#### Important information

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

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

**31 January 2024** at **Wollongong, 2500**

between **Noor Alam** and **Lorraine Hince**

## Landlord

Lorraine Hince

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

## Tenants

Noor Alam

p: +61 423 631 093

e: noorbd28@gmail.com

## Landlord's Agent Details

Ray White Unanderra

2/63-67 Princes Hwy, Unanderra NSW 2526

p: +61 242 714 000, e: unanderra.nsw@raywhite.com

## Tenant's Agent Details

Not Applicable

## Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify) 52 weeks
- Periodic (No End Date)

Starting on **the 2nd of February 2024** and ending on **the 30th of January 2025**

**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

15/9-11 Collaery Avenue, Fairy Meadow NSW 2519

## The residential premises include:

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

1 bedroom, 1 bathroom, 1 car space

## Rent

The rent is **\$390.00 per week**, payable in advance starting on **the 2nd of February 2024**

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

### The method(s) by which the rent must be paid:

a. by Direct Debit:

Account name	-
Account Number	-
BSB Number	-
Max Debit Amount	-
Comments	Ray White Rental Rewards
Permission to Debit Invoices	No

b. Cheque:

Made payable to: Ray White Unanderra

**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 **\$1560.00** 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 Bonds Online

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

## Occupants

**No more than 1 person(s)**

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

## Urgent repairs

Nominated tradespeople for urgent repairs:

### Plumber

Matthew F. Lonard , Imperial Plumbing &  
Gasfitting Pty Ltd  
p: 0404 085 546

### Electrician

Dean Land, Coast & Country Electrical  
p: 0423 874 557

### Director

Lindsay Begley, Ray White Unanderra  
p: 0412 661 512

## 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.

## Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes  No

## Smoke alarms

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

- Hardwired smoke alarm  
 Battery operated smoke alarm

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

Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:**9v**

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

Yes  No

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

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

Yes  No

## Strata by-laws

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

Yes  No

If yes, see clauses 38 and 39.

## Giving notices and other documents electronically [optional]

*[Cross out if not applicable]*

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

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

### Landlord

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

Yes  No

If yes, see clauses 50.

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

Email: unanderra.nsw@raywhite.com

### 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.]*

Email: noorbd28@gmail.com

### Condition report

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

### Tenancy laws

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

# 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'**.

## Copy of agreement

**2 The landlord agrees** to give the tenant:

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

## Rent

**3 The tenant agrees:**

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

**4 The landlord agrees:**

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

## Rent increases

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

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

**6 The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

**7 The landlord and the tenant agree:**

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

## Rent reductions

**8 The landlord and the tenant agree** that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

**9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.**

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

**10 The landlord agrees** to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

**11 The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

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

**Note. Separately metered** is defined in the Residential Tenancies Act 2010.

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

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

### Possession of the premises

**14 The landlord agrees:**

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

### Tenant's right to quiet enjoyment

**15 The landlord agrees:**

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

### Use of the premises by tenant

**16 The tenant agrees:**

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

**17 The tenant agrees:**

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

### Landlord's general obligations for residential premises

**19. The landlord agrees:**

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

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

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

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

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

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

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

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

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

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

### Urgent repairs

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

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

## Sale of the premises

### 21 The landlord agrees:

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

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

### 23 The landlord and the tenant agree:

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

## Landlord's access to the premises

**24 The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency

of this agreement, may only enter the residential premises in the following circumstances:

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

**25 The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

**26 The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the

landlord's agent's written permission to enter the residential premises.

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

### Publishing photographs or visual recordings

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

**Note.** See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

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

### Fixtures, Alterations, additions or renovations to the premises

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

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

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

**Note.** The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations,

additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

### Locks and security devices

#### **32 The landlord agrees:**

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

#### **33 The tenant agrees:**

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

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

#### **35 The landlord and the tenant agree** that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the

residential premises, and

- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

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

**37 The landlord agrees:**

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

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

*[Cross out if not applicable]*

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

### Mitigation of loss

- 40** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able

to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

### Rental bond

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

- 41 The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

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

### Smoke alarms

- 42 The landlord agrees to:**

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

**Note 1.** Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

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

**Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

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

#### 43 The tenant agrees

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

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

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

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

#### Swimming pools

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

Initialled by Noor Alam  
the 31st of January  
2024



**45 The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect

of the swimming pool on the residential premises:

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

- 46 ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~
- 46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~
- 46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

#### Loose-fill asbestos insulation

##### 47 The landlord agrees:

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

#### Combustible cladding

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

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

#### Significant health or safety risks

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

#### Electronic service of notices and other documents

**50 The landlord and the tenant agree:**

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

#### Break fee for fixed term of not more than 3 years

**51 The tenant agrees:** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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


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

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

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

## Additional Terms

Initialed by Noor Alam  
the 31st of January  
2024



[Additional terms may be included in this agreement if:


- both the landlord and tenant agree to the terms, and
- they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- they do not conflict with the standard terms of this agreement.

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

### Additional term – pets

[Cross out this clause if not applicable]

Initialed by Noor Alam  
the 31st of January  
2024



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

**54 The tenant agrees:**

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

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

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

### Additional term - Rent increases during the fixed term

**57** If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on \_\_\_\_/\_\_\_\_/\_\_\_\_, rent is to be increased to \$\_\_\_\_ per \_\_\_\_.

**58** If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

#### [For a Fixed Term of less than 2 years]

**Note:** The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

#### [For a Fixed Term of 2 years or more]

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

### Additional term - No set off

**59** Without the written approval of the landlord, the tenant must not set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

### Additional term - Smoking

**60 The tenant must** not smoke or allow others to smoke in the premises.

**61** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

**62** If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

### Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
  - 63.2 the tenant breached this agreement;
  - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
  - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

#### Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
  - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
  - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

#### Additional term - Previous Condition Report

- 66** **the parties agree** that the condition report dated \_\_\_\_/\_\_\_\_/\_\_\_\_ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

#### Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
  - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
  - 67.3 ensure that the premises are free of any pests and vermin; and
  - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

#### Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or

analogue telephone or television services.

#### Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

#### Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
  - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
  - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

#### Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

#### Additional term - Gardens

- 76** ~~The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.~~

#### Additional term - care of swimming pool

- 77** ~~If there is a swimming pool located on the premises, the tenant must:~~
- ~~77.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
  - ~~77.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
  - ~~77.3 regularly clean the pool filters and empty out the leaf baskets;~~
  - ~~77.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
  - ~~77.5 maintain the water level above the filter inlet at all times;~~
  - ~~77.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
  - ~~77.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
  - ~~77.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
  - ~~77.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

#### **Additional term - electronic signatures**

- 78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

#### **Additional term - Asbestos**

- 80** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

#### **Additional term - Consent to publish photographs of residential premises**

- 81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

#### **Additional term - Garage**

- 83** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

#### **Additional term - Storage**

- 84** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

#### **Additional term - Privacy**

- 85** The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

## Special Conditions and Terms

Signed by Noor Alam  
the 31st of January  
2024



### Air Conditioning Filters & Exhaust Fans

The Tenant/s agree they will be responsible for cleaning the air conditioner filters, ceiling fans & exhaust fans every six (6) months and upon vacating the Premises.

### Break In

In the case of a break in the tenants agree to immediately contact the police and then promptly advise the Landlord/Agent.

### Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned/treated generally in accordance with manufacturer's instructions and/or any specific instructions given to the landlord. If manufacturer's instructions not be available at the property, the tenant is responsible to ensure that they have educated themselves on how to treat the area and clean accordingly. Any damage caused will be tenants responsibility.

### Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity, gas, internet and telephone upon commencement of occupancy and termination of services when vacating the Premises.

### Keys

If the tenant locks themselves out of the property during business hours they may attend the office to borrow a set of keys. A \$50.00 bond is required and will be returned when the keys are returned to the office.

### Strata By Laws

The Tenant/s agree they have been provided with a copy of the strata by laws for the above premise at the time of signing the Residential Tenancy Agreement.

### Locks

The Tenant/s agree that if they change the locks at the property, they will provide the Landlord/ Agent a set of keys. If keys are lost and need to be replaced it will be at a cost per key. Additional charges for remotes and swipes/fobs apply.

### Cheques & Dishonoured Rent Payments

The Tenant/s agree if paying rent by cheque, there is a 3-business day clearance period, in the case of a dishonoured cheque there will be bank fees which the tenant/s will reimburse to the agent. The Tenant/s agree if paying rent by direct deposit, there is a 3-5 business day clearance period, in the case of a dishonoured payment there will be bank fees which the tenant/s will reimburse to the agent.

### Maintenance of gardens and lawns

The tenants will maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste & grass clippings) and keeping plants free from pests and disease.

### Gutters

Where the period of tenancy is longer than 12 months, the Tenant will as necessary, but not less than once in every 12-month period, cause to be cleared of leaves and other debris, all gutters forming part of the Premises.

### Inflatable Swimming Pools & Spa Pools

The Tenants/s agree not to construct on &/or use at the Premises an inflatable swimming pool or a spa pool (other than as is supplied by the Landlord) that is capable of being filled with water to a depth of more than 300mm. Such pools are considered swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing &/or pool barriers.

### Mould or Dampness

There being no signs of mould or dampness at the commencement of this tenancy, the Tenant will take all reasonable steps to prevent the occurrence of mould or dampness in or about the Premises and will advise the Landlord promptly of the occurrence of mould and dampness at the Property.

### Operation Manuals

All operation manuals relating to the Premises and content are owned by the Landlord and must remain in the Premises at the end of the tenancy.

### Repairs & Maintenance

The tenant agrees and confirms all notices made in compliance with Standard Term Clause 16.2 of the Terms of Agreement must be in writing (emergencies excepted).

### Repairs & Maintenance - Inform Agent when complete

Where required maintenance has been carried out, the Tenant will notify the Agent of in the Tenant's opinion the works are unsatisfactory or incomplete. Where possible they will also provide/forward photos/confirmation of completed works.

### Smoking

- No smoking by any Tenant or guest is permitted at the Premises at any time. Should evidence or damage arise from smoking at a property, the landlord reserves their right to terminate based on same. If signs of smoke damage or smell following the vacate or within a reasonable time frame the tenant will be responsible to rectify the situation at their own expense I.E. Painting the internal of the property.

## Tenancy Database

If the Tenant breaches this Agreement and as a result the Landlord is owed an amount that is more than the rental bond or the Tribunal has made a termination order, the Landlord may list personal information about the Tenant in a Residential Tenancy Database.

## Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

## Communication Method

The Tenant/s agree to the following methods of communication from our office shall be via letter, email, phone or SMS.

## Contact information

The Tenant/s agree they will inform the agent of any changes in their contact information ie. Mobile number, email address, work contact details etc.

## Smoke Detector

The Tenant/s agree; - The Landlord is responsible for the replacement of the smoke detector battery (if battery operated) at the commencement of each new tenancy. - During the tenancy it is the responsibility of the tenant(s) for the proper operation of the smoke detector and to notify the agent should the smoke detector malfunction. - The tenant(s) will not interfere with the smoke detectors during the tenancy.

## Mail Delivered to the property not in tenants name

The Tenant/s agree: Any mail received at the property in the landlords name is to be brought to the agencies attention immediately. The tenant/s understand that by not doing so may result in loss of services to the property or place the landlord in financial hardship. Disposing, opening, tampering or not returning to sender any mail that does not belong to you is a Commonwealth offence under Australian laws.

## Hooks and Double-Sided Hooks Placed on Walls

The tenant is responsible for any hooks or double-sided tape hangings that are placed on walls. All additions to wall that are unapproved by an owner, the tenant acknowledges that they are responsible to bring back to the original condition. This could be asked during a tenancy and is at the expense of the tenant. Walls that require patching will need full re-painting, not just touch up painting due to poor colour matching of paint etc.

## Disposable Wipes

The tenant/s agree they will not flush any extraneous objects down the toilets/drains including but not limited to any kinds of wipes, napkins or sanitary items, including anything labelled as "safe to flush" as this can cause blockage.

## Arrears Policy

It is the policy of this office that all rent is paid through the Payment Gateway system or via cheque or money order. This system allows you the convenience of being able to pay your rent in a number of different ways. Under the Residential Tenancies Act you are required to pay your rent by the date noted on the schedule in your lease and it must always be paid in advance. Should you have any difficulties in paying your rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem. However, this office does have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below: Category 1 Arrears: 1 to 3 days in arrears - Text message, email and phone call Category 2 Arrears: 4 to 7 days in arrears - Phone call and letter Category 3 Arrears: 8 to 14 days in arrears - Formal letter and commencement of eviction procedures Category 4 Arrears: 15+ days in arrears - Notice to vacate rented premises There is no deviation from this schedule and it is the strict policy of this office that all employees adhere to it.

## Ingoing photos

I, the tenant(s) agree to accept this electronic file share link and will notify Ray White Corrimal & Unanderra in writing within 7 days of signing the Tenancy Agreement if we do not receive, can't open or disagree with the condition of any/all of the images supplied.

## Maintenance Policy

Maintenance Policy/List of Tradespeople It is a strict policy of this office that all maintenance requests are presented in writing before they can be acted upon. An example of the Maintenance Request Form is included in this kit and can also be found on our website at raywhiteunanderra.com.au Only URGENT REPAIRS will be accepted first informally but must be confirmed in writing as soon as possible. Urgent repairs are a specialised form of maintenance and directly relate to basic issues of shelter. Some examples are listed below: • A serious gas leak • A burst hot water service • A dangerous electrical fault Any fault or damage that causes the premises to be unsafe or not secure Other examples are contained in your lease agreement. If such repairs are necessary you must immediately contact our office by email using the maintenance request form found on our website. In the event the matter occurs after hours and is an emergency, please contact one of the contractors listed below: Landlord Compliance - Electrical - 0492 043 628 S.P.K Plumbing & Civil Pty Ltd - 0421 758 973 Lindsay Begley (Ray White Unanderra) - 0412 661 512

## Keys

The tenant(s) agree that all photocopied keys contained in this document have been provided to the tenant (s) at the time of signing the Tenancy Agreement.

## Tenant Insurance

The tenant is advised that the landlord is not responsible to insure the tenants own possessions (contents and personal effects) You are encouraged to hold your own contents insurance policy for the duration of your tenancy / occupation of the property.

## 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.

**regulations** means the Property and Stock Agents Regulation 2022 (NSW).

**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 the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

### 6. Warning

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

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

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

**SIGNED BY THE LANDLORD**


*Landlord's agent*  
Tracey Martin  
the 5th of February 2024



**LANDLORD INFORMATION STATEMENT**

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

*Landlord's agent*  
Tracey Martin  
the 5th of February 2024



**SIGNED BY THE TENANT**

*Tenant #1*  
Noor Alam  
the 31st of January 2024



### TENANT INFORMATION STATEMENT

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

*Tenant #1*

Noor Alam

the 31st 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](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au).

## Confirmations

### Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Ray White Unanderra. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Noor Alam

## Audit Trail

<b>31 January 2024 12:06 PM</b>	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), Other (LAHC-Mould-Factsheet (1) (1).pdf) Other (Arrears Policy.pdf) Other (TOP TIPS FOR TENANTS (1) (1).pdf) have been sent to Noor Alam (noorbd28@gmail.com)	
<b>31 January 2024 12:06 PM</b>	Residential Tenancy agreement is sent to Noor Alam	111.220.132.27
<b>31 January 2024 12:37 PM</b>	Viewed by Noor Alam	58.110.157.122
<b>31 January 2024 12:39 PM</b>	Viewed by Noor Alam	58.110.157.122
<b>31 January 2024 01:12 PM</b>	Noor Alam Initialled the swimming pool clause	58.110.157.122
<b>31 January 2024 01:13 PM</b>	Noor Alam Initialled the additional terms	58.110.157.122
<b>31 January 2024 01:14 PM</b>	Noor Alam Initialled the pets clause	58.110.157.122
<b>31 January 2024 01:16 PM</b>	Noor Alam Initialled the bottom of each page	58.110.157.122
<b>31 January 2024 01:22 PM</b>	Noor Alam signed the special conditions and terms	58.110.157.122
<b>31 January 2024 01:22 PM</b>	Tenant Noor Alam has confirmed their identity	58.110.157.122
<b>31 January 2024 01:24 PM</b>	Tenant Noor Alam has confirmed their identity	58.110.157.122
<b>31 January 2024 01:25 PM</b>	Tenant Noor Alam has confirmed their identity	58.110.157.122
<b>31 January 2024 01:25 PM</b>	Signed by Noor Alam	58.110.157.122
<b>31 January 2024 01:25 PM</b>	Noor Alam has sent the agreement back to the agent	58.110.157.122
<b>31 January 2024 01:25 PM</b>	All signatures received, Contract is sent back to the agent	
<b>05 February 2024 10:41 AM</b>	Signed by agent Tracey Martin	111.220.132.27
<b>05 February 2024 10:41 AM</b>	Residential Tenancy agreement has been sent to: noorbd28@gmail.com, unanderra.rentals@raywhite.com	