

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	AUSTRALIAN PROPERTY CHOICE 426 Stoney Creek Road, Kingsgrove NSW 2208 Tel: 1300 776 778	
co-agent vendor	MICHELLE JUSTICE 76 Orange Street, Parkes NSW 2870	
vendor's solicitor	BURKE & BAKER LAWYERS 24 Court Street, Parkes NSW 2870 PO Box 59, Parkes NSW 2870 (DX 20253, Parkes) Tel: 02 6862 1266 Fax: 02 6862 1191	
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 2, 47 LUCERNE STREET, BELMORE NSW 2192 Registered Plan: Lot 2 SP 10052 Folio Identifier 2/SP10052	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	<u>\$</u> (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$ NIL	witness
purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares		witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) no YES
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Bay Strata Pty Ltd
 Level 1/426 Princes Highway, Rockdale NSW 2216
 Tel: 02 9599 6555 Fax: 02 9599 6466
 Email: strata@baystrata.com.au

ADDITIONAL PROVISIONS TO THE CONTRACT FOR SALE OF LAND

- 33) **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.
- 34) **Purchasers' Risk**
The Purchasers acknowledge that:-
a) They have relied entirely upon their own inquiries relating to, and upon inspection of, the property and,
b) They do not rely in this contract upon the warranty or representations made by the Vendors the Vendors' agent or any person on the Vendors behalf and,
c) They accept the property and any improvements and for inclusions with the property in their present condition subject to fair wear and tear,
d) They accept fencing in its present condition and position and will not make any objection, requisition, and claim or demand if any boundary be not fenced or improperly or inadequately fenced or if any boundary fence not be on its correct alignment.
- 35) **Notice to Complete**
In addition to any other rights which may exist in law or in equity any notice to complete validly given to one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the notice is allowed for completion. The party giving such notice shall be at liberty at any time to withdraw the said notice without prejudice to their continuing right to give any further such notice. In the event of issue by the non-defaulting party of a notice to complete as a result of default by the defaulting party to settle on time then the defaulting party shall reimburse the non-defaulting party on settlement the sum of \$330.00 inclusive of GST for issue and service of that Notice to Complete.
- 36) **Agent's Commission**
The Purchasers warrant that they have not been introduced to the property nor to the Vendors by any agent other than the agent, if any nominated in this contract as the Vendors' agent. The warranty clause shall not merge on completion of this contract.
- 37) **Consumer Credit Code**
The Purchasers warrant to the Vendors that they either:-
a) hold a current loan approval in an amount and upon terms satisfactory to them and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein. The Purchasers further acknowledge that the Vendors relies upon this warranty in entering into this contract; or
b) do not require finance to complete this purchase.
- AND the Purchasers acknowledge that as a result of making this disclosure the Purchasers can not terminate this contract pursuant to the Consumer Credit (New South Wales) Code.
- 38) **Rescission**
If the Purchasers becomes entitled to rescind this contract for breach of any warranty under Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 then the Vendors shall also become entitled to rescind the contract.

39) **Interest**

If completion of this contract does not take place by the completion date then the Purchasers must pay interest to the Vendors on completion calculated on the balance of the purchase price. This interest is payable in addition to the balance of the purchase price and any other monies payable by the Purchasers to the Vendors under this contract. The obligation to pay interest on completion is an essential term of this contract. Further, the parties agree that

- a) The rate of interest is 8% per annum computed from the completion date to the date on which completion actually occurs calculated on daily rates.
- b) If completion is delayed solely as a result of the Vendors' default interest is not to be charged for the period during which completion was delayed solely for this reason.

40) **Settlement of any nonelectronic transactions**

Completion of this contract shall take place at the office of the Vendors' solicitors or in the case of the Vendors having an outgoing mortgagee at their appointed office or at such other place, as the Vendors' solicitors shall appoint in writing to the Purchasers solicitors.

41) **Encumbrances**

The Purchasers can not require the Vendors to register a discharge of any mortgage or withdrawal of caveat affecting the property prior to completion but must accept a registrable discharge or withdrawal upon completion.

42) **Contamination**

The Vendors warrant that they have not received any notices in relation to any matters adversely affected by the Contaminated Land Management Act 1997 in respect of the subject lots and that they are not aware of the existence on the subject lots of any substances at concentration levels creating or likely to create a significant risk to the environment, animal or human welfare. Having inspected the property and considering these matters, the Purchasers shall not make any claim for compensation against the Vendors in relation thereto. In the event that upon further enquiry, search or testing within one month from the date hereof the Purchasers ascertains that there is the existence of substances at levels creating or likely to create any such risk then if neither party is prepared to carry out nor share the cost of remediation or other work to eliminate that risk then either party shall be at liberty within a fortnight thereafter to rescind this contract by written notice to the other party, where upon the provisions of standard clause 19 shall apply. This contract shall proceed as if this condition did not apply if neither party gives the said notice within that time.

43) **Acknowledgment by Purchasers**

- a) The Purchasers acknowledge that:-
 - i. They have satisfied themselves as to the nature, quality, condition and state of repair of the property;
 - ii. They accept the property in its present condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, contamination or infestations; and
 - iii. They have satisfied themselves as to the purposes for which the property may be lawfully used.
- b) The Purchasers may not make any claim or requisition, delay completion or rescind or terminate in respect of:-
 - i. Any matter referred to in subparagraph (a) aforesaid
 - ii. Any loss damage, dilapidation, contamination, infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this Contract and the completion date;
 - iii. The fact that there is not any easement or other right in respect of a service to the property; or
 - iv. Any matter disclosed in the documents attached to this Contract.

44) **Certificates Regarding Building**

- a) In this special condition:-
 - i. "Certificate" means any building certificate or Section 735A and 121ZP certificates, Part 4A certificates issued under Section 149A or Part 4A respectively of the Local Government Act 1993 and Environmental Planning and Assessment Act 1979 in relation to the property.
 - ii. "Council" means Council of the Shire of Canterbury-Bankstown.
- b) The Purchasers are aware of the state of repair and disrepair of the building on the land.
- c) The Vendors do not have a Certificate nor are they aware of any upgrading or demolition order within the meaning of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017 having been issued in relation to the building on the property.
- d) The Purchasers are not entitled to require the Vendors to apply for or do anything to obtain a Certificate or comply with the requirements of Council for the issue of a Certificate and completion of this Contract is not conditional on the Vendors or the Purchasers obtaining a Certificate.
- e) The Purchasers must carry out and pay the cost of any work required by Council arising from an application by the Purchasers for the issue of a Certificate.
- f) The Purchasers accept that the contents of this special condition constitute specific disclosure for the purposes of clause 10 of the Contract and clause 1(d) of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017.
- g) The Purchasers may not make any claim objection or requisition or delay completion or rescind or terminate in respect of any matter or thing referred to in or arising from this special condition.



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP10052

SEARCH DATE	TIME	EDITION NO	DATE
9/9/2020	4:52 PM	6	24/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY ING BANK (AUSTRALIA) LIMITED.

LAND

LOT 2 IN STRATA PLAN 10052
AT BELMORE
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

MICHELLE JUSTICE (T AH83911)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP10052
- 2 AK130131 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

124494:bb/Justice

PRINTED ON 9/9/2020

Provided on 09/09/2020 04:52 PM by CITEC Confirm

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP10052

SEARCH DATE	TIME	EDITION NO	DATE
9/9/2020	4:52 PM	1	30/3/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 10052
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELMORE
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP10052

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 10052
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- THE PROPERTY CENTRE ROCKDALE
426 PRINCES HIGHWAY
ROCKDALE 2216

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AM271113 INITIAL PERIOD EXPIRED
- 3 AM271113 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 6)

STRATA PLAN 10052

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Provided on 09/09/2020 04:52 PM by CITEC Confirm

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COUNCIL'S CERTIFICATE

The Council of the City of Canterbury, hereinafter referred to as the Council, has received from the Registrar-General a copy of the Strata Plan No. 10052 of 1975, together with the requirements for the registration of a plan under the provisions of the Strata Title Act, 1972, and has resolved to issue this certificate in accordance with the provisions of the Act.

Subdivision No. 8230
Date 6-6-75
Council Clerk

SURVEYOR'S CERTIFICATE

DAVID ASHLEY WILLIAMS
2 BUKYANA AVE MAIRKONGA, 2076.

- (1) my lot, the more or less area of which is shown in the accompanying plan as a boundary of a proposed lot, estate;
- (2) my plan or estate, the upper or lower surface or any part of which forms a boundary of a proposed lot, estate;
- (3) my wall, fence, railing or structural fabric space, by reference to which any boundary of a proposed lot shown in the accompanying plan is to be ascertained;
- (4) any building, structure, fence, wall, or any other structure or thing on the accompanying plan and each proposed lot shown on the accompanying plan are shown in the accompanying plan as a boundary of a proposed lot, estate.

Signature: [Signature]
Date: 11 APRIL, 1975

This is sheet 1 of my Plan in 3 sheets.

Signatures, seals and statements of intention to create easements or restrictions as to user.

Henry
Stacy J. Kelly

PLAN OF LOT 22, D.P. 5200.

Mun./Shire : CANTERBURY Locality : BELMORE
County : CUMBERLAND

Parish : ST GEORGE

Reduction Ratio 1: 4.00

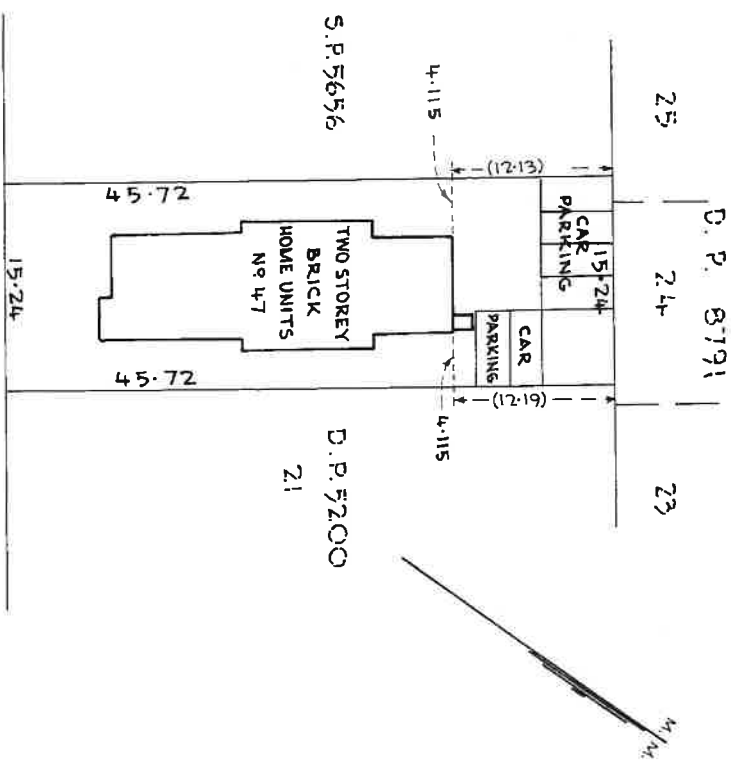
Lengths are in metres



STRATA PLAN 10052

Registered : 9-9-1975
C.A. : No 8230 OF 6-6-1975
Purpose : STRATA PLAN
Ref. Map : CANTERBURY SH.5
Last Plan : D.P. 5200 *

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.
THE REGISTERED PROPRIETORS STRATA PLAN No 10052
47 LUCERNE STREET, BELMORE, 2192



LUCERNE STREET

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160

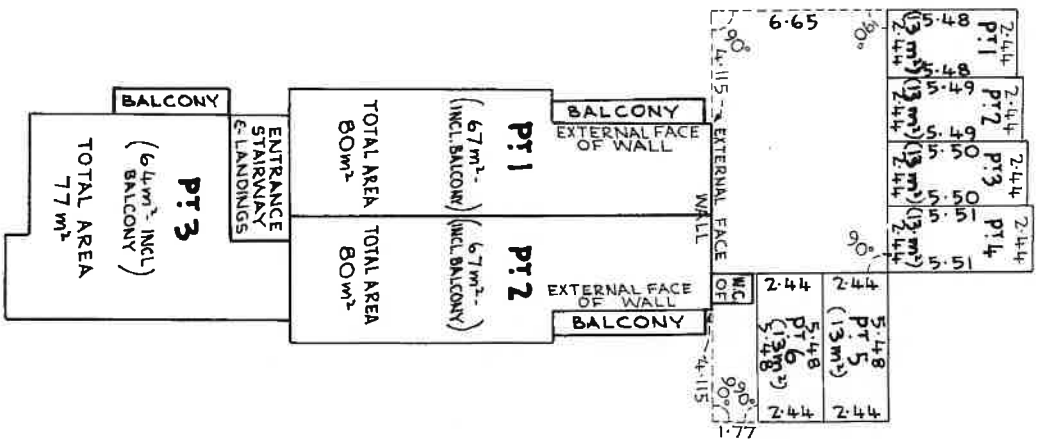
SURVEYOR'S REFERENCE: 6439

Plan Drawing only to appear in this space

M.P.D.

STRATA PLAN 10052

GROUND FLOOR



LOT NO	UNIT ENTITLEMENT	AGGREGATE
1	1	6
2	1	
3	1	
4	1	
5	1	
6	1	

ALL AREAS ARE APPROXIMATE
 CAR PARKING SPACES ARE LIMITED TO A HEIGHT
 OF 2.8 METRES ABOVE THE EXISTING HARDSTAND.
 (UPPER SURFACE OF THE

Reduction Ratio 1:200

Lengths are in metres

[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

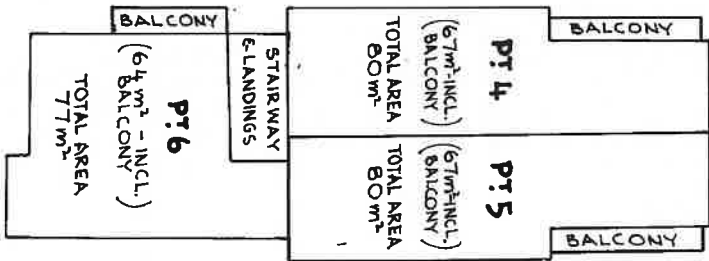
10052

SURVEYOR'S REFERENCE: 6439



STRATA PLAN 10052

FIRST FLOOR



ALL AREAS ARE APPROXIMATE.
 THE HEIGHT OF THE BALCONIES IS LIMITED TO
 2.6 METRES ABOVE FLOOR LEVEL.
 THE UPPER SURFACE OF THE

Reduction Ratio 1:200

Lengths are in metres



[Signature]
 Registered Surveyor

[Signature]
 Council Clerk

11058

SURVEYOR'S REFERENCE: 6439

Form: 15CH
Release: 1-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AM271113T

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

(A) TORRENS TITLE	For the common property CP/SP 10052 47 LUCERNE STREET BELMORE						
	(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box IW</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any THE PROPERTY CENTRE ROCKDALE 426 PRINCES HIGHWAY ROCKDALE NSW 2216</td> <td>CODE CH</td> </tr> <tr> <td colspan="2">Reference: _____</td> <td></td> </tr> </table>	Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any THE PROPERTY CENTRE ROCKDALE 426 PRINCES HIGHWAY ROCKDALE NSW 2216	CODE CH	Reference: _____	
Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any THE PROPERTY CENTRE ROCKDALE 426 PRINCES HIGHWAY ROCKDALE NSW 2216	CODE CH					
Reference: _____							

- (C) The Owners-Strata Plan No. 10052 certify that pursuant to a resolution passed on 20/3/2017 and
 (D) in accordance with the provisions of 134 and 141 of the Strata Schemes Management Act 2015
 the by-laws are changed as follows—
 (E) Repealed by-law No. 1-19
 Added by-law No. NOT APPLICABLE
 Amended by-law No. NOT APPLICABLE
 as fully set out below:

A) Current By-Laws - Specially resolved pursuant to Section 134 of the Strata Scheme Management Act 2015 to confirm that the current By-Law 1-19 are repealed,

B) New By-Laws - Specially resolved pursuant to Section 141 that Schedule 2 of the Strata Scheme Regulation 2016 model By-Laws 1-19 be adopted as the new By-Laws



- (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
 (G) The seal of The Owners-Strata Plan No. 10052 was affixed on _____ 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: JOHN KOUNA

Authority:

Signature:

Name:

Authority:

Strata Plan 10052 – Schedule 2 By-Laws 1-19

47 Lucerne Street Belmore

Managed By: The Property Centre Rockdale Phone: 02 9599 6555

426 Princes Highway Rockdale NSW 2216

Strata schemes Management Regulations 2016

Schedule 2 By-laws for Strata Plan registered Prior to 1996.

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.

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.

3 Obstruction of common property

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

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.

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.
- (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.

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.

Strata Plan 10052 – Schedule 2 By-Laws 1-19

47 Lucerne Street Belmore

Managed By: The Property Centre Rockdale Phone: 02 9599 6555

426 Princes Highway Rockdale NSW 2216

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

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.

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.

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.

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.

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.

Strata Plan 10052 – Schedule 2 By-Laws 1-19

47 Lucerne Street Belmore

Managed By: The Property Centre Rockdale Phone: 02 9599 6555

426 Princes Highway Rockdale NSW 2216

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.

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.

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.

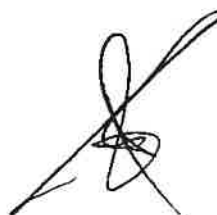
18 Notice board

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

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).

4 of 5



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 ~~10052~~ was affixed on ^ 20.3.2017. in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: John Kouma Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

THE PROPERTY CENTRE
 426 PRINCES HIGHWAY
 ROCKDALE NSW 2216
 PH: 9599-6555 FAX: 9599-6466
 WHOLLY OWNED & OPERATED BY
 BAY STRATA PTY LTD. ABN 45 099 553 045





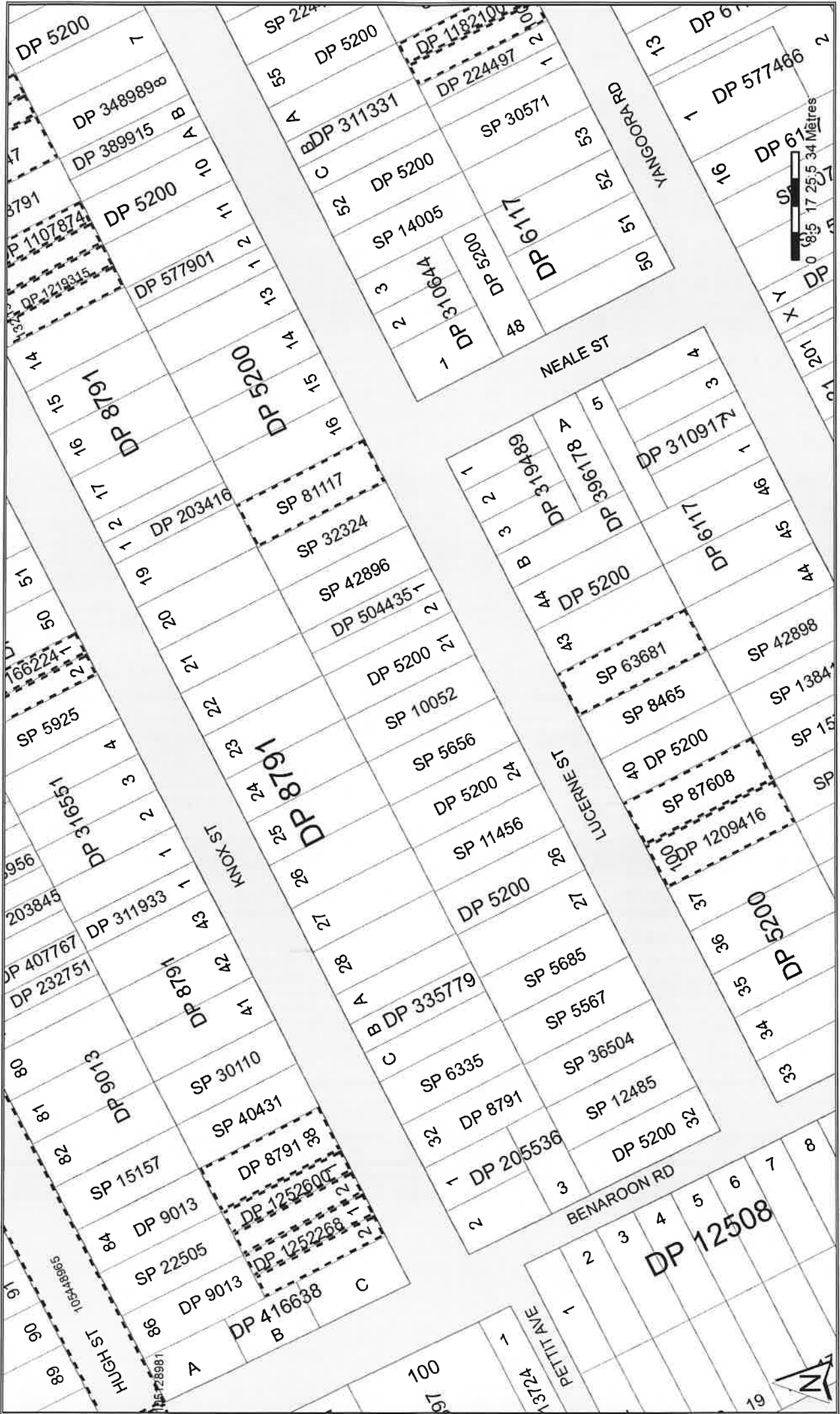
Cadastral Records Enquiry Report : SP 10052

Locality : BELMORE

LGA : CANTERBURY-BANKSTOWN

Parish : ST GEORGE
County : CUMBERLAND

Ref : NOUSER





City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbciry.nsw.gov.au

BB/JUSTICE:61893

Burke And Baker Lawyers
PO Box 59
PARKES NSW 2870

PLANNING CERTIFICATE

Section 10.7 of the Environmental Planning and Assessment Act, 1979.

Certificate No: 20205351
11 September 2020

Land which Certificate is issued for:

Strata Plan 10052

47 Lucerne Street, BELMORE NSW 2192

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

Land which Certificate is issued for:

Strata Plan 10052

47 Lucerne Street, BELMORE NSW 2192

**PART 1:
ENVIRONMENTAL PLANNING INSTRUMENTS**

1.1 Principal Environmental Planning Instrument

Canterbury Local Environmental Plan 2012

Date effective from

1 January 2013

Land Use Zone

ZONE R4 HIGH DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Multi dwelling housing; Neighbourhood shops; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Restaurants or cafes; Roads; Semi-detached dwellings; Serviced apartments; Shop top housing; Shops

3. Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development not specified in item 1 or 2

1.2 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Industry and Environment (DPIE) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the DPIE website.

State Environmental Planning Policies:

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy - Building Sustainability Index: BASIX 2004

State Environmental Planning Policy - (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy - (Infrastructure) 2007

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Proposed State Environmental Planning Policies:

Not applicable

1.3 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

The land is affected by Planning Proposal (PP_2019_CBANK_005) which has been placed on public exhibition. The Planning Proposal seeks to produce a single set of planning rules for the Canterbury Bankstown Local Government Area and to implement key actions of current land use strategies.

1.4 Development Control Plans

CANTERBURY DEVELOPMENT CONTROL PLAN 2012

Contains detailed design guidelines and development standards for development in the former Canterbury City.

1.5 Contribution Plans

CANTERBURY DEVELOPMENT CONTRIBUTIONS PLAN 2013

Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000.

**PART 2:
RESTRICTIONS ON DEVELOPMENT**

2.1 Heritage

Not applicable.

2.2 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

2.3 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

2.4 Council and Other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

• **Land Slip**

The land is not affected by a policy restriction relating to landslip

• **Bushfire**

Not applicable

• **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

• **Subsidence**

The land is not affected by a policy restriction relating to subsidence

• **Acid Sulfate Soils**

The land is not affected by a policy restriction relating to acid sulfate soils.

• **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

• **Any Other Risk**

Not applicable.

- 2.5 Flooding**
Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to any flood related development controls.
- Development on the land, or part of the land, for any other purpose is not subject to flood related development controls.
- 2.6 Matters arising under the Contaminated Land Management Act, 1997.**
Not applicable.
- 2.7 Land Reserved For Acquisition**
There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 27 of the Act.
- 2.8 Property Vegetation Plans**
Not applicable
- 2.9 Orders under Trees (Disputes Between Neighbours) Act 2006**
Not applicable
- 2.10 Directions under Part 3A**
Not applicable
- 2.11 Site Compatibility Certificates and Conditions for Seniors Housing**
Not applicable
- 2.12 Site Compatibility Certificates for Infrastructure**
Not applicable
- 2.13 Site Compatibility Certificates and Conditions for Affordable Rental Housing**
Not applicable
- 2.14 Certain Information Relating to Beaches and Coasts**
Not applicable
- 2.15 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**
Not applicable
- 2.16 Biodiversity Certified Land**
Not applicable
- 2.17 Paper Subdivision Information**
Not applicable
- 2.18 Site Verification Certificates**
Not applicable
- 2.19 Loose-Fill Asbestos Ceiling Insulation**
Not applicable
- 2.20 Affected Building Notices and Building Product Rectification Orders**
Not applicable

2.21

Complying Development

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Commercial and Industrial (New Buildings and Additions) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

Important Disclaimer: This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.



**MITCHELL NOBLE
MANAGER SPATIAL PLANNING**

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

OVIDI

Municipality of *CANTERBURY*

No. *505513*

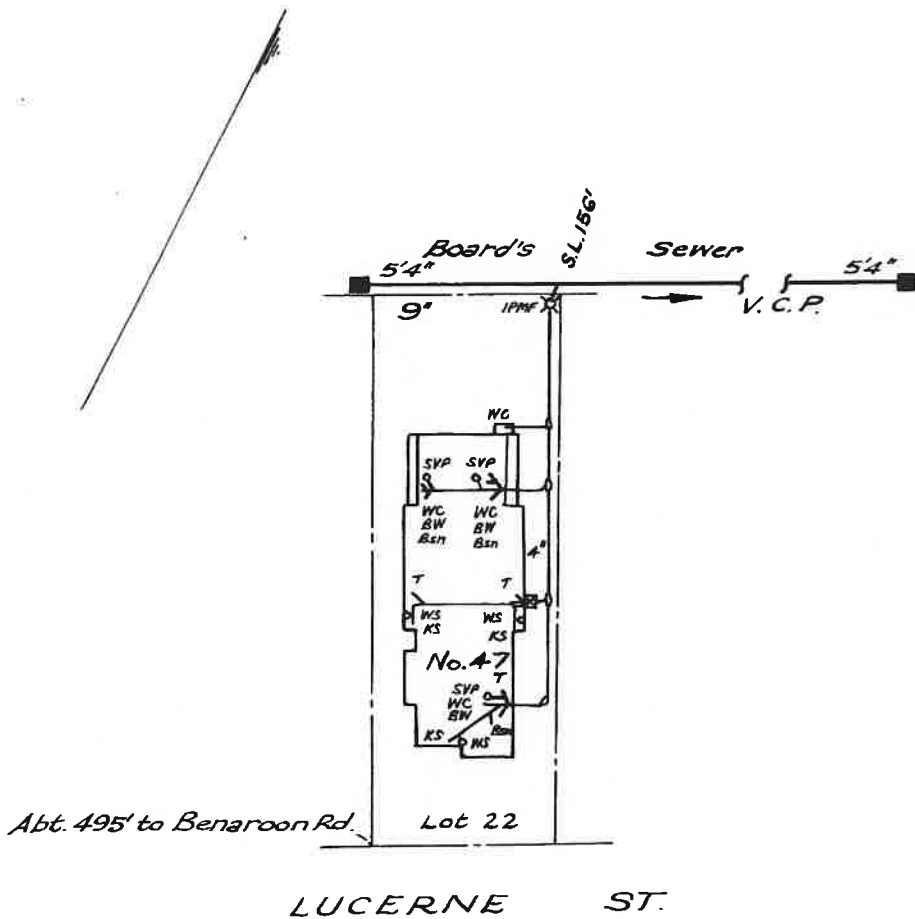
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▣ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ▣ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ▣ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| ▣ R.S. Reflex Sink | ○ D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

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



Abt. 495' to Benaroon Rd.

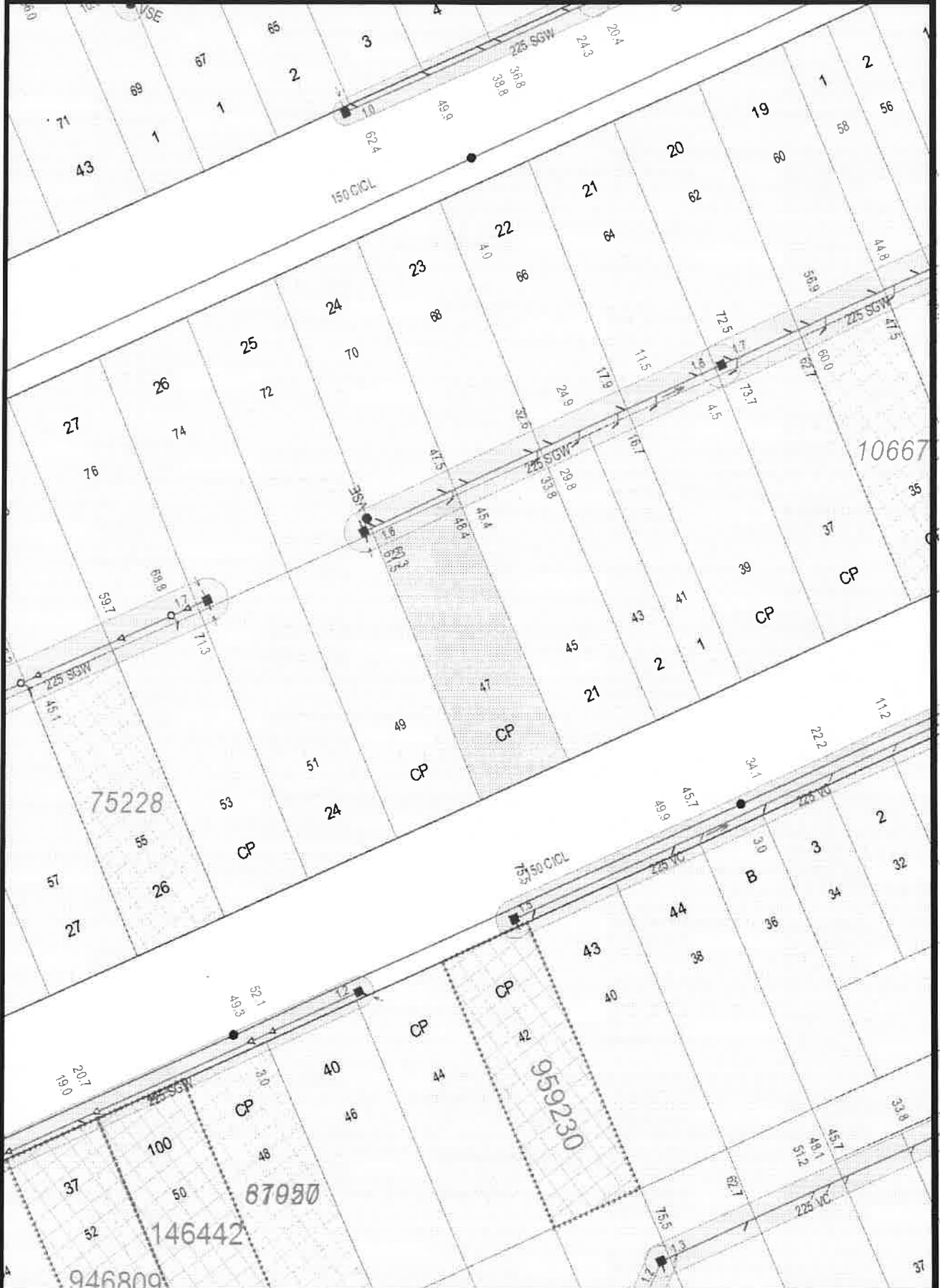
Lot 22

LUCERNE ST.

RATE No. _____ W.C.s _____ U.C.s _____ 19. _____
 SHEET No. *1430* OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.	Inspector	/ /	Date / /	Inspector	/ /
Shr.			Outfall _____ HL LL		
Bsn.	Chief Inspector	/ /	Drainer _____	<i>471-025</i> <i>1131 138</i>	
K.S.			Plumber _____		
T.			Boundary Trap _____		
Ptg.					
Dge. Int.					

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



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



FAXED
5/4/17 & mailed
02-95851564

5th April 2017

Residential & Commercial Sales
Property Management
Project Marketing
Home Loans
Equity Release

St George Community Housing LTD
PO Box 348
Hurstville BC 1481

URGENT NOTICE OF ATTORNMENT
PROPERTY: Unit 2/47 Lucerne Street Belmore NSW 2192

Please be advised Australian Property Choice is your new property manager for the above mentioned property. All future rental payments and correspondence will go through this office as of Wednesday the 5th April 2017.

Your Residential Tenancy Agreement remains a legally binding document and all rental payments must continue to be paid in advance.

Please attach this notice to your copy of the Residential Tenancy Agreement. Please contact us on 1300776778 to schedule time & date to sign a new residential tenancy agreement.

Please note that according to your previous tenant ledger, you're paid to 15/03/2017 and rent is due on 14/04/2017 with a credit of \$1643.99 and an arrears amount of \$7.20. copies of tenant status report & tenant ledger are attached & enclosed.

Your current rent is \$1651.19, could you please make the \$7.20 payment so we can adjust the credit amount.

Please insure that all rental payment is to be deposited to the following account:

- Bank: ANZ
- Acc Name: Australian Property Choice
- BSB: 012 372
- Acc No: 4949 84934
- OR by cheque made to Australian Property Choice PTY LTD and mailed to 426 Stoney Creek Road Kingsgrove NSW 2208

Please insure that you include your reference number which is REF: 099 when you deposit the above amount.

Yours faithfully
Australian Property Choice

Sam El-Kurdi
Licensed Real Estate Agent

**RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES REGULATION 2010**

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which forms part of this agreement) and to obtain appropriate advice if necessary.
2. A Landlord or the landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) before the tenant enters into the residential tenancy agreement.

THIS AGREEMENT IS MADE ON 1/08/14 AT 289 BEXLEY ROAD BEXLEY NORTH, BETWEEN,

LANDLORD

NAME/S: M Justins

CARE OF AGENT: YES NO

CONTACT DETAILS: C/BILMAR NOMINEES PTY LTD T/A CENTURY 21 PROPERTY CENTRE
IF NO AGENT, DETAILS:

TENANT

NAME/S: St George Community Housing

ADDRESS: 2/47 Lucerne Street Belmore

MOBILE PHONE: FAX HOME:

WORK PHONE:

EMAIL:

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days.

LANDLORD'S AGENT DETAILS

LICENSEE: BILMAR NOMINEES PTY LTD

TRADING AS: CENTURY 21 PROPERTY CENTRE

ABN: 79 109 652 682

ADDRESS: 289 BEXLEY ROAD BEXLEY NORTH NSW 2207

PHONE: 02 9009 5166

FAX: 02 9150 0399

EMAIL: maria@century21propertycentre.com.au

AGENT: ONGOING MANAGEMENT OR LEASING ONLY

If leasing agent only, the tenant must contact the landlord with any management inquiries.

TENANT'S AGENT DETAILS

If appointed, all notices and documents given to tenant must also be given to the tenant's agent.

NAME/S: N/A

ABN:

BUSINESS ADDRESS:

PHONE:

FAX:

EMAIL:

Tenant agrees to notify landlord or landlord's agent in writing of any changes to these details within 14 days.

TERM OF AGREEMENT:

THE TERM OF THIS AGREEMENT IS 52 WEEKS STARTING 16/9/14 AND ENDING ON 15/9/15.

THE RESIDENTIAL PREMISES

THE RESIDENTIAL PREMISES ARE 2/47 Lucerne Street Belmore

THE RESIDENTIAL PREMISES INCLUDE:

THE RESIDENTIAL PREMISES DO NOT INCLUDE:

RENT: A TENANT MUST PAY THE RENT ON OR BEFORE THE DAY SET OUT IN THIS AGREEMENT.

St George Community Housing Ltd
Level 5, Humphreys Lane Hurstville NSW 2220
PO Box 1481 Hurstville Bk 1481
Ph: 9586 1400 and Fax: 9586 1564

THE RENT IS \$1564.29 PER WEEK PAYABLE IN ADVANCE STARTING ON Tuesday 16th September 2014

THE METHOD BY WHICH THE RENT MUST BE PAID:

A) To CENTURY 21 PROPERTY CENTRE at 289 BEXLEY ROAD BEXLEY NORTH NSW 2207 by CHEQUE OR MONEY ORDER

OR

B) INTO THE FOLLOWING ACCOUNT:

BSB NUMBER: 032-166

ACCOUNT NUMBER: 287984

ACCOUNT NAME: BILMAR NOMINEES PTY LTD T/A CENTURY 21 PROPERTY CENTRE

PAYMENT REFERENCE:

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

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

RENTAL BOND

A RENTAL BOND OF \$1400 MUST BE PAID BY THE TENANT TO THE LANDLORD OR THE LANDLORD'S AGENT ON SIGNING THIS AGREEMENT.

The amount of the rental bond must not be more than 4 weeks.

MAXIMUM NUMBER OF OCCUPANTS

NO MORE THAN TWO (2) PERSONS MAY ORDINARILY LIVE IN THE PREMISES AT ANY ONE TIME. OTHER PEOPLE WHO WILL ORDINARILY LIVE AT THE PREMISES MAY BE LISTED HERE:

URGENT REPAIRS

Nominated tradespeople to contact:

CALL FIRST:	CENTURY 21 PROPERTY CENTRE	02 9009 5166
ELECTRICAL REPAIRS:	ABC ELECTRICAL SERVICES	0408 600 950
PLUMBING REPAIRS:	NO 1 PLUMBING SERVICES PTY LTD	0405 122 522
LOCKSMITH:	ALL TIME LOCKSMITH	0404 516 603
GLASS REPAIRS:	ADEPT GLASS	0408 972 008

NOTE: If you organise any repairs that are not deemed as an emergency you will be liable for the costs.

WATER USAGE

WILL THE TENANT BE REQUIRED TO PAY SEPARATELY FOR WATER USAGE?

NO YES

If yes, see clause 11 and clause 12.

STRATA BY-LAWS

ARE THERE ANY STRATA OR COMMUNITY SCHEME BY-LAWS APPLICABLE TO THE RESIDENTIAL PREMISES?

YES NO

If yes, see clause 35 and clause 54.

CONDITION REPORT

A CONDITION REPORT RELATING TO THE CONDITION OF THE PREMISES MUST BE COMPLETED BY OR ON BEHALF OF THE LANDLORD BEFORE OR WHEN THIS AGREEMENT IS SIGNED AND FORMS PART OF THIS AGREEMENT.

TENANCY LAWS

THE RESIDENTIAL TENANCIES ACT 2010 AND THE RESIDENTIAL TENANCIES REGULATION 2010 APPLY TO THIS AGREEMENT. BOTH THE LANDLORD AND THE TENANT MUST COMPLY WITH THESE LAWS.

St George Community Housing Ltd
Level 5, 28 Strophets Lane Hurstville NSW 2220
PO Box 348 Hurstville BC 1481
Ph: 9585 1499 and Fax: 9585 1564

RESIDENTIAL TENANCY AGREEMENT

The residential premises include: *[List things such as a parking space, garage, storeroom or furniture provided (attach inventory)]*

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods. The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

RENT A tenant must pay the rent on or before the day set out in this agreement.

The rent is \$ per payable in advance starting on / /

The method by which the rent must be paid:

(a) to at by cash or cheque, or

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

Name of Financial Institution: BSB number:

Account number:

Account name:

Payment reference: , or

(c) as follows:

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

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

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

A rental bond of \$ must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS.

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

Other people who will ordinarily live at the premises may be listed here (cross out if not needed):

URGENT REPAIRS Nominated tradesperson(s) for urgent repairs and their contact details:

Electrical repairs:

Plumbing repairs:

Glass repairs:

Locksmith:

Other repairs:

WATER USAGE

Will the tenant be required to pay separately for water usage? Yes No . If yes, see clauses 11 and 12.

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No . If yes, see clause 35 and clause 54.

CONDITION REPORT

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

TENANCY LAWS

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

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:

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

RENT REDUCTIONS

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

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

9. The landlord agrees to pay:

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

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

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- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**
- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
- 16.5 To notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38.1 of this agreement.

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

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

URGENT REPAIRS

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

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- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

20. The landlord agrees:

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

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

22. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,

- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

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

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the 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**32. The landlord and tenant agree that:**

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**34. The landlord agrees:**

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

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

SWIMMING POOLS

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

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

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53. The landlord and the tenant agree that:

- 53.1. Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and
- 53.2. The acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: if the tenant breaches the agreement the landlord should refer to section 187(2) of the Residential Tenancies Act 2010.

ADDITIONAL TERM – STATUTES, BY-LAWS AND SPECIAL CONDITIONS

54. The tenant agrees:

- 54.1. To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
- 54.2. Where the premises are subject to the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989, to observe and comply with any applicable by-laws and/or management statements.
- 54.3. Where the premises are a flat (not subject to the Strata Schemes Management Act 1996 the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989) the tenant agrees to comply with the By-laws contained in Schedule 1 of this agreement

ADDITIONAL TERM – SWIMMING POOLS

(this clause does not apply when there is no pool on the premises)

55. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:

- 55.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
- 55.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
- 55.3. to keep the water level above the filter inlet at all times;
- 55.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment; and
- 55.5. not to interfere with the operation of any pool safety fence or gate including not propping or holding open any safety gate, nor leaving any item near a pool safety fence which would aid or allow access by children to the pool area.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):

56. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

56.1. the rent will be increased to

\$		per	
	on	/ /	; and
to \$		per	
	on	/ /	; or

56.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more)

57. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:

57.1. the rent will be increased to

\$		per	
	on	/ /	; and
to \$		per	
	on	/ /	; or

57.2. the rent increase can be calculated by the following method (set out details):

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

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

ADDITIONAL TERM – CONDITION REPORT FORMS PART OF THIS AGREEMENT

58. For avoidance of doubt

- 58.1. a condition report which accompanies this tenancy agreement, forms part of this agreement; and
- 58.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

TENANCY DATABASES

59. The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

60. PRIVACY POLICY

The *Privacy Act 1988* (Cth) (the Act) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any changes to this Privacy Policy take effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods, services and/or utility providers as instructed by the tenant;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, services and utility providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, the tenant acknowledges that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and the tenant authorises the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

SCHEDULE 1

SPECIAL CONDITIONS – FLATS

By-law 1. Noise.

The tenant must not create any noise in the flat or on the common area likely to interfere with the peaceful enjoyment of the tenant of another flat or of any person lawfully using the common area.

By-law 2. Vehicles.

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

By-law 3. Obstruction of common area.

The tenant must not obstruct lawful use of the common area by any person.

By-law 4. Damage to lawns and plants on the common area.

The tenant must not:

- a damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- b use for his or her own purposes as a garden any portion of the the common area.

By-law 5. Damage to common areas.

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the the common area without the approval in writing of the landlord or an order of the Civil and Administrative Tribunal.

By-law 6. Behaviour of owners and occupiers.

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

By-law 7. Children playing on common areas in building

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

By-law 8. Behaviour of invitees.

The tenant must take all reasonable steps to ensure that invitees of the tenant do not behave in a manner likely to interfere with the peaceful enjoyment of the tenant of another flat or any person lawfully using the common area.

By-law 9. Depositing rubbish and other material on common areas.

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the tenant of another flat or of any person lawfully using the common area.

By-law 10. Drying of laundry items.

A tenant of a flat must not, except with the consent in writing of the landlord, 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 landlord for the purpose and there only for a reasonable period.

By-law 11. Preservation of fire safety

The tenant of a flat must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.

By-law 12. Cleaning windows and doors.

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

By-law 13. Storage of inflammable liquids and other substances and materials.

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area 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 14. Moving furniture and other objects on or through the common area.

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

By-law 15. Garbage disposal.

The tenant:

- a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, 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 landlord 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 flat or other area referred to in paragraph (a),
- e must not place any thing in the receptacle of the tenant of any other flat except with the permission of that tenant, and
- f must promptly remove any thing which the tenant 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.

The tenant must not, without the approval in writing of the landlord, keep any animal on the flat or the common area.

By-law 17. Appearance of flat.

- 1 The tenant of a flat must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- 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.

A landlord must cause a notice board to be affixed to some part of the common area.


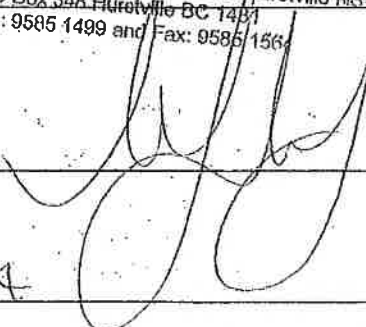
By-law 19. Change in use of flat to be notified.

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

ANNEXURE ADDITIONAL CONDITONS

1. **Condition Report** – The tenant acknowledges and confirms receiving the condition report sheet. The tenant is required to return a completed inspection report sheet within seven (7) days after executing the residential tenancies agreement. If the tenant fails to return a completed, signed and dated inspection report within seven (7) days, then the agent inspection report whether it is complete or incomplete will apply.
2. **Utilities** – The tenant is responsible to pay for all charges of electricity and gas where separate metered. The tenant is also responsible for connecting and disconnecting gas, electricity, internet, pay television and telephone to the property.
3. **Contents insurance** - The tenant is responsible to take out contents insurance. The landlord is not liable for any loss.
4. **Change of Contact details** – The tenant agrees to supply their email address and home, work telephone numbers to the landlords agent and further agrees to notify the landlords agent to any changes to these details within 14 days of any such changes.
5. **Repairs** – The tenant must report ALL repairs (except if it is urgent) in writing only. Repairs requests can be handed in to the office, faxed or emailed. The tenant also acknowledges that repairs are to be carried out during tradespersons work hours. The tenant also agrees to notify the Real Estate Agency/Property Manager immediately upon any damaged occurring to the property.
6. **Water Usage** – where the water is separately metered, the tenant agrees to pay for all water usage charges. This is to be paid to your Real Estate Agency and not Sydney Water. As per the Residential Tenancy Act 2010 water usage must be paid within 21 days of receiving the water usage bill.
7. **Globes/Batteries** – Under the Residential Tenancy Act 2010 it is the tenants responsibility to replace light globes and batteries for smoke detectors on the residential premises.
8. **Smoke alarms** – The tenant agrees not to cover or disassemble smoke alarms within the property. The tenant agrees to notify the Real Estate Agent immediately if the smoke alarm is not working or is broken.
- Alterations to the property** – The tenant agrees not to make any alternations (which includes installing any fixtures or undertaking any renovations) to the property without the written permission of the agent/landlord. Eg: painting the walls/ windows/ doors/ hooks/screws on windows/walls/doors, changing locks, installing pay television etc.
10. **Garden maintenance** - The tenant agrees to maintain the garden, yard, courtyard including weeding the garden beds & paving, removing of moss from the building, paving or pathways and mowing the lawn where applicable both during and at the end of the tehancy.
11. **Drains** – The tenant is not permitted to dispose of any fat, grease, oil, sanitary napkins or any materials in drains/sinks that may cause a blockage. If the drain become blocked or damaged due to misuse, the tenant is liable for the cost to repair.
12. **Respect neighbours** – The tenant agrees not to be nuisance or cause a disturbance to their neighbours.
13. **Garbage bins** – The tenant is responsible to replace any stolen garbage/disposal bins where applicable. The tenant is also responsible for taking their binds out for garbage collections (house only).
14. **Locks & Security** – The tenant agrees not to alter, remove, add or change the locks without reasonable justification and must supply a copy of the key within 7 days of the change to our office. We must also be notified in writing of the change. The tenant agrees to pay the cost of any security keys or remote controls/keys if damaged or lost.

- 15. **Dishonoured payments** – including cheques will incur a \$25.00 fee. This fee must be paid within 7 days of the dishonoured payment to the offices.
- 16. **Penalty of dishonoured payment** – Under the Residential Tenancy Act 2010 where an owner incurs penalty costs as a result of a rent payment dishonouring (bouncing) the tenant must re-imburse for the cost
- 17. **Start of Lease** – The tenant acknowledges that he/she are not to enter into the premises prior to the commencement date of the residential tenancy agreement.
- 19. **Smoking** – The tenant agrees NO smoking in the property at any time
- 18. **Pets** – The Tenant agrees that NO animals shall be allowed in or outside of the premises, unless it has been granted in writing by your agent/owner.
- 17. **Change in leaseholders** –The lessee agrees and acknowledges that the amount of people to reside in the property is according to the Residential Tenancy Agreement. The lessee agrees to notify the agent in writing of any change to the number of persons living at the premise and to changes of any of the lease holders which are all subject to the owner's approval.
- 18. **Notice to end tenancy** – The tenant must give written notice when ending the residential tenancies agreement. to vacate an end of fixed term tenancy a tenant is to provide at least (14) days notices prior to the expiry day of the agreement. To vacate where the lease has expired the tenant is to provide at least 21 days notice if the agreement has expired.
- 19. **Access to Prospective tenant prior to vacating** – The tenant must give reasonable access to allow prospective tenants through the property when given notice.
- 20. **Cleaning at end of Tenancy** – The tenant is required to clean the premises at the end of the tenancy .Eg walls, windows, garden, grass, floors, kitchen, appliances, bathroom, removal of mould etc. Note: the tenant is required to keep the premises clean, neat, tidy internally and externally at all times. The tenant is also required to steam clean the carpet at the end of the tenancy, if applicable. The tenant agrees all keys must be return to the office by 5:00pm of the date of departure otherwise charges will apply until the keys are returned. (daily rental rate)
- 21. **Floorboards/Tiles** – The tenant agrees that if the property has floorboards/Tiles they will put protective pads underneath all furniture to prevent scratching the floor.

Tenant Signatures:  _____
Agent Signatures:  _____
Date: 11/8/14

St George Community Housing Ltd
Level 5, 381 Humphreys Lane Hurstville NSW
PO Box 348 Hurstville BC 1487
Ph: 9585 1499 and Fax: 9585 1566

(ATTACH ADDITIONAL TERMS & CONDITIONS HERE IF NECESSARY)

 **NOTES.**

1. Definitions

In this agreement:

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

must give at least 14 days notice. Other examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

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 for 'no grounds'. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice. Other examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days); a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

5. Other grounds for ending agreement

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

VACANT POSSESSION

6. A notice of termination does not end the tenancy by itself.

The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, or otherwise in accordance with the Act, for the tenancy to end. An application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required.

7. Warning

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

RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (which includes the Condition Report) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of: Bill Anastasiadis
 (Name of witness)

[Signature]
 (Signature of witness)

[Signature]
 (Signature of landlord)

SIGNED BY THE TENANT

in the presence of: Bill Anastasiadis
 (Name of witness)

[Signature]
 (Signature of witness)

St George Community Housing Ltd
 Level 5, 38 Humphreys Lane Hurstville NSW 2204
 PO Box 348 Hurstville BC 1481
 Ph: 9585 1499 and Fax: 9585 1504

[Signature]
 (Signature of tenant)

in the presence of: _____
 (Name of witness)

 (Signature of witness)

 (Signature of tenant)

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.

St George Community Housing Ltd
 Level 5, 38 Humphreys Lane Hurstville NSW 2220
 PO Box 348 Hurstville BC 1481
 Ph: 9585 1499 and Fax: 9585 1504
[Signature]
 (Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:
 (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
 (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
 (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au