

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent Pulse Property Agents
Level 3, 12 Central Road
Miranda NSW 2228
Phone 02 9525 4666
Fax 02 9525 4699

Vendor Tracey Lee Markey and Graeme Bruce Markey
24 Elizabeth Street
Argenton NSW 2284

Vendor's Solicitor **Wayne Hodgins Solicitor**
Suite 106 17 Bolton Street, Newcastle 2300
PO BOX 361 NEWCASTLE
Phone: (02) 49104045
Fax: (02) 49296393

Completion date 35th day after the date of this contract
Land **Unit 6, 8 - 12 Wandella Road MIRANDA NSW 2228**
(Address, plan details and title reference) **Lot 6 in Strata Plan 73534 being the whole of the land in Certificate of Title Folio Identifier 6/SP73534**

Improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ none
☐ other:

Attached copies ☒ Documents in the List of Documents as marked or as numbered:
☐ Other documents:

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

Inclusions ☒ blinds ☐ curtains ☒ insect screens ☒ stove
☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna
☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Price \$
Deposit \$ (10% of the price, unless otherwise stated)
Balance \$
Contract date (if not stated, the date this contract was made)

Vendor

Witness

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

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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)

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

 If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

WARNING

SMOKE ALARMS

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

WARNING SWIMMING POOLS

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

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - <ul style="list-style-type: none"> ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
- 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
- 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
- the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
- 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
- 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1 -
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
 - 13.3.2 If this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the completion date, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows:
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of -
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

14 Adjustments

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

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion -
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -
 19.1.1 only by *serving* a notice before completion; and
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
 20.2 Anything attached to this contract is part of this contract.
 20.3 An area, bearing or dimension in this contract is only approximate.
 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
 20.6 A document under or relating to this contract is -
 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by fax to the *party's solicitor*, unless it is not received;
 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
 20.11 A reference to any *legislation* includes a reference to any corresponding later *legislation*.
 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.
 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the *property*' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

- 28.3 If the plan is not registered *within* that time and in that manner -
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening -
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal;
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 • either *party serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision;
 • the end of the time for the event to happen.
 29.8 If the *parties* cannot lawfully complete without the event happening -
 29.8.1 If the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party serves* notice of the event happening.
 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

SPECIAL CONDITIONS

ANNEXURE TO CONTRACT FOR SALE OF LAND

1. Either party shall be entitled to rescind this Contract by notice in writing to the solicitor for the other party in the event that before completion:
 - a) Any one of the parties should (if a natural person) die, become mentally ill, or become bankrupt.
 - b) Any one of the parties should (if a corporation) go into liquidation.
2. Should any event arise entitling either party to issue a notice to the other then the parties agree that a period fourteen (14) days from the date of service of such Notice shall be a proper and reasonable time.
3. In the event that completion of this Contract shall not take place within the time allowed for completion of this Contract other than due to any act or omission on the part of the Vendor then the Purchaser agrees to pay interest on the balance of the purchase price payable hereunder at the rate of ten per centum (10%) per annum for the period from, but not including the date, fixed for completion in this Contract up to and including the date of completion which such interest being calculated on a daily basis.
4. The Purchaser acknowledges that it has fully inspected the land and the improvements (if any) and the inclusions (if any) referred to on the front page of the Contract and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.
5. The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency (if any) nominated in this Contract), and hereby agrees to indemnify the vendor against any claim by any estate agent or agency due to the purchaser's breach or alleged breach of this warranty to the intent that all damages costs and expenses on a Solicitor client basis which may be incurred by the vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. The vendor warrants to the purchaser that the Vendor has not given any estate agent or agency (other than the agent or agency (if any) nominated in this contract) a sole or exclusive agency for the sale of the property. This clause shall not merge on completion.
6.
 - (a) Notwithstanding clause 11.1, if a work order (other than an upgrading or demolition order as defined in the Conveyancing (Sale of Land) Regulation 2010) ("the work order") issues after the date of this

contract and the vendor does not, within seven (7) days of notification to the vendor of the work order, give the purchaser notice that the vendor is willing to comply with the work order, then the purchaser may rescind this Contract.

- (b) Either party who receives notification of a work order will within seven (7) days of such receipt forward a copy of the work order, or otherwise provide full particulars of the work order, to the other party.
 - (c) If the vendor gives notice to the Purchaser pursuant to this clause the Vendor must fully comply with the work order prior to completion.
 - (d) If the local Council effuses, or fails within twenty eight (28) days from the date of this Contract, to issue a Building Certificate upon application by the Purchaser made within seven (7) days from the date of this Contract, or the local Council issues a Building Certificate with conditions or matters unsatisfactory to the Purchaser, the Purchaser may rescind this Contract and the provisions of Clause 19 will apply.
7. The Purchaser may rescind this Agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purpose of this condition.
 8. The Purchaser acknowledges that it has when entering into this Contract, not relied on any statement, representation, warranty or condition made or given by the Vendor or anyone on behalf of the Vendor in respect of the subject matter of this agreement, other than those that are expressly herein contained.
 9. Notwithstanding any other provisions hereof the parties agree that any claim for compensation pursuant to condition 7 shall be deemed to be objection or requisition for the purposes of condition 8 hereof.
 10. The reference to the term Limited Title at standard condition 25.1.1 is hereby deleted.

Title Search

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/SP73534

SEARCH DATE	TIME	EDITION NO	DATE
13/4/2016	12:49 PM	5	11/4/2015

LAND

LOT 6 IN STRATA PLAN 73534
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

TRACEY LEE MARKEY
GRAEME BRUCE MARKEY
AS JOINT TENANTS

(T AC313179)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73534
- 2 AJ395148 MORTGAGE TO PERPETUAL LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Markey

PRINTED ON 13/4/2016

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP73534

SEARCH DATE	TIME	EDITION NO	DATE
13/4/2016	12:51 PM	13	13/2/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73534
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73534

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73534
ADDRESS FOR SERVICE OF NOTICES:
C/- NETWORK STRATA SERVICES PTY LIMITED
PO BOX 265
HURSTVILLE 1481

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 690432 LAND EXCLUDES MINERALS
- 4 DP1073052 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 SP73534 RESTRICTION(S) ON THE USE OF LAND
- 6 AB176844 CHANGE OF BY-LAWS
- 7 AB850459 CHANGE OF BY-LAWS
- 8 AB850460 CHANGE OF BY-LAWS
- 9 AB850461 CHANGE OF BY-LAWS
- 10 AC116711 CHANGE OF BY-LAWS
- 11 AC303545 CHANGE OF BY-LAWS
- 12 AD701727 CHANGE OF BY-LAWS
- 13 AD701728 CHANGE OF BY-LAWS
- 14 AE414758 CHANGE OF BY-LAWS
- 15 AG21505 CHANGE OF BY-LAWS
- 16 AG908182 CHANGE OF BY-LAWS
- 17 AH601728 CHANGE OF BY-LAWS
- 18 AI369255 CHANGE OF BY-LAWS
- 19 AJ326038 CHANGE OF BY-LAWS

END OF PAGE 1 - CONTINUED OVER

Markey

PRINTED ON 13/4/2016

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP73534

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

20 AK220358 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 73534

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 112	2	- 111	3	- 115	4	- 115
5	- 114	6	- 115	7	- 120	8	- 121
9	- 121	10	- 121	11	- 154	12	- 154
13	- 111	14	- 117	15	- 105	16	- 125
17	- 111	18	- 114	19	- 82	20	- 111
21	- 114	22	- 120	23	- 108	24	- 134
25	- 120	26	- 123	27	- 117	28	- 117
29	- 120	30	- 117	31	- 123	32	- 111
33	- 154	34	- 149	35	- 120	36	- 120
37	- 125	38	- 114	39	- 117	40	- 112
41	- 111	42	- 117	43	- 115	44	- 114
45	- 114	46	- 117	47	- 114	48	- 105
49	- 117	50	- 111	51	- 127	52	- 112
53	- 117	54	- 85	55	- 108	56	- 120
57	- 114	58	- 112	59	- 82	60	- 130
61	- 115	62	- 120	63	- 85	64	- 111
65	- 123	66	- 117	67	- 115	68	- 85
69	- 159	70	- 118	71	- 123	72	- 114
73	- 125	74	- 120	75	- 125	76	- 131
77	- 125	78	- 114	79	- 131	80	- 125
81	- 140	82	- 149	83	- 145	84	- 159

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Markey

PRINTED ON 13/4/2016

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres:

(Sheet 1 of 2 Sheets)

SP73534

Plan of subdivision of Lot 2 DP 1034369 covered by Strata
Certificate No. **STA04/2005**
of **01/09/04**

Full name and address of the owner of the land:

TIPTELL PTY LIMITED, LICHAA METLEGE, MONA
METLEGE and JOE METLEGE of PO Box 276 Earlwood
2206

PART 1


Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use of land	Common Property	Sutherland Shire Council

PART 2

Terms Of Restriction On Use Of Land Firstly Referred To In Abovementioned Plan

- 1 No part of the common property shall be used for exclusive use of any lot without the consent of Sutherland Shire Council.
- 2 The Owners Corporation of the future Strata Plan shall make available the common property on an unrestricted basis for use by any owner, employee of an owner or visitor to the land forming part of the Strata Plan.

Approved by Sutherland Shire Council


General Manager/Authorised Person/
Accredited Certifier

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres:

(Sheet 2 of 2 Sheets)

Plan of subdivision of Lot 2 DP 1034369 covered by Strata
Certificate No.
of

SP73534

Name Of Authority Empowered To Release, Vary Or Modify The Restriction On Use Of Land Firstly Referred To
In The Abovementioned Plan

The Council of Sutherland Shire

Executed by TIPTELL PTY LIMITED
ABN 20090025237
by

Chris Davelle
Director
P. Davelle
Secretary

Signature of Witness

Kamal Kassis

Name of Witness

Kamal Kassis
23 PENTLAND AVE
ROSELANDS 2196

L. Metlege
L Metlege
M. Metlege
M Metlege
J. Metlege
J Metlege

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 by the MORTGAGEE
SIGNED BY MARK BAEWICK AS ATTORNEY FOR WESTPAC BANKING CORPORATION UNDER POWER
OF ATTORNEY BOOK 4299 No.332

(SIGNATURE) TIER THREE ATTORNEY
BY EXECUTING THIS INSTRUMENT THE ATTORNEY STATES THAT THE ATTORNEY HAS RECEIVED NO
NOTICE OF THE REVOCATION OF THE POWER OF ATTORNEY.

I CERTIFY THAT THE ATTORNEY FOR THE MORTGAGEE WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE IDENTITY I AM OTHERWISE SATISFIED, SIGNED THIS INSTRUMENT IN MY PRESENCE.

SIGNATURE OF WITNESS, *[Signature]*

Approved by Sutherland Shire Council

NAME OF WITNESS: JIWAN SUKUM, General Manager/Authorised Person/
ADDRESS OF WITNESS: 113, 130 PITT ST, Accredited Certifier
SYDNEY NSW 2000

REGISTERED  **22-9-2004**

25 NOV. 1912 4 P.M.

690432



NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT 1900.

18999

See M.R. Wilson

5-3-1913 with Mr. J. G. Cooke

for transfer of lease

THE HOLT SUTHERLAND ESTATE COMPANY LIMITED (hereinafter called the Company) being registered as the proprietors for a term of ninety nine years from the first day of July one thousand eight hundred and ninety nine under the Memorandum of Lease registered number 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such - encumbrances liens and interests as are notified by Memorandum underwritten - or endorsed hereon in consideration of the sum of FOUR HUNDRED AND TWENTY THREE POUNDS TEN SHILLINGS AND TEN PENCE paid by MARGARET ELIZABETH KENNEDY of Miranda in the State of New South Wales Widow to THE PERPETUAL TRUSTEE COMPANY LIMITED the Australian Trustees of the Will of Thomas Holt late of Sydney pursuant to section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is acknowledged by the said Perpetual Trustee Company Limited testified by the receipt of its Manager hereto annexed) BOTH HEREBY in exercise and in pursuance of the power and direction in section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Margaret Elizabeth Kennedy ALL THE ESTATE and interest of the Registered Proprietor in fee simple in all the surface of ALL THAT piece of land containing thirteen acres two roods eight and three quarter perches situate in the Parish of Sutherland and being part of the land comprised in Certificate of Title dated 27 May 1907 registered Volume 1446 folio 26 and in the said Lease number 50990 and being the surface of the whole of the land comprised in sublease number 479038 (dated 23rd day of October 1907) from the Holt Sutherland Estate Company Limited to the said Margaret Elizabeth Kennedy AND BOTH ALSO TRANSFER to the said Margaret Elizabeth Kennedy all the estate and interest of which it the said Holt Sutherland Estate Company Limited is registered Proprietor TOGETHER with all its rights and powers in respect thereof as comprised in the said Lease number 50990 in and so far only as regards the land comprised in the said sub-lease number 479038 except and reserving unto the Company and its assigns during the residue now unexpired of the term of the said Lease number 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease number 50990 (all of whom including the Perpetual Trustee Company Limited and

other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term "the reversioner and reversioners") all mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease number 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred TOGETHER with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said mines seams and veins of coal iron and other metals and minerals and for such purpose to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed excepting and reserving unto the reversioner and reversioners all metals and minerals not comprised in the said Lease number 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby appointed TOGETHER with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly heretofore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Margaret Elizabeth Kennedy may become the registered Proprietor in fee simple of the lands comprised in the said sub-lease number 479038 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease number 50990 subject to all the provisions conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act and the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers in the said Lease contained in all respects as if this transfer has not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Estate Company Limited was hereunto affixed at Sydney the *Sixteenth*

Ref:Markey /Src:M

day of *October* in the year one thousand nine hundred and
twelve.

THE COMMON SEAL of the HOLT SUTHERLAND
ESTATE COMPANY LIMITED was affixed hereto
by the Directors present at a meeting of
the Board of Directors of that Company -
held this *eleventh* day of *October* 1912
and such Directors thereupon signed this
transfer in the presence of,

W. H. Carter
E. P. S. Jones

Directors

W. H. Carter
E. P. S. Jones
Secretary.

Accepted and I hereby certify this
transfer to be correct for the pur-
pose of the Real Property Act.

Margaret Elizabeth Kennedy
Transferee

SIGNED in my presence by the said)
MARGARET ELIZABETH KENNEDY who is)
personally known to me,

W. H. Carter
Walter Street
Sydney

MEMORANDUM OF ENCUMBRANCES &C REFERRED TO.

Ref: Markey /Src: M

Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AK220358Y

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 73534

(B) **LODGED BY**

Document Collection Box 573X	Name, Address or DX, Telephone, and LLPN if any Network Strata services Pty Limited 123421L P.O. BOX 265 Hurstville BC NSW	CODE CB
	Reference: 73534	

- (C) The Owners-Strata Plan No. 73534 certify that pursuant to a resolution passed on 30 November 2015 and
(D) in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 52
Amended by-law No. NOT APPLICABLE
as fully set out below:

As set out in Annexure A



- (F) The common seal of the Owners-Strata Plan No. 73534 was affixed on 19 January 2016

Signature(s):

Wendy Caragiannis

Name(s): Wendy Caragiannis

NETSTRATA

Appointed Managing Agent

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

Annexure A Change of By-Laws

Parties: 73534

Dated: 30 November 2015

Special By-Law 52- Treatment of Mould

1. Pursuant to section 62 (3) of the act the Owners corporation has determined that it is inappropriate to maintain, renew, replace or repair any part of the common property building structure or building appurtenances that may, by virtue of design, location or disposition, not be inimical to the accumulation of moisture in the accommodation areas of a lot in the strata scheme and where said moisture may be contributing to mould growth or other such malady's in any part of the lot, provided that:

a) There is no fundamental flaws in the construction of the building or appurtenances that are the cause of direct transmission of moisture from an external source into any part of a lot in the strata scheme;

b) no fundamental failure of the building structure or appurtenances has occurred that is contributing to the direct transmission of moisture from an external source into a lot envelope;

c) the Owners Corporation has taken reasonable steps to ensure that the conditions referred to in sub clauses a) and b) do not exist.

2. In the event that an owner of a lot in the strata scheme that has been effected by mould growth in their lot is able to mitigate the accumulation of moisture by the application of certain treatments or fitting of certain apparatus to the building structure or appurtenances, the Owners corporation may, at its absolute discretion, permit the application of such treatments or the fitting of apparatus provided that in all respects the principals of By-Law 5 (Damage to Common Property), sub clauses 3,4, & 5 are complied with and that no claim is entered on the Owners Corporation in respect of the cost of any such applications or filments.



Ref:Markey /Src:M

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AB176844G

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP73534		
	(B) LODGED BY	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional):

(C) The Owners-Strata Plan No 73534 certify that pursuant to a resolution passed on 23 November 2004 and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 20,21
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A



(F) The common seal of the Owners-Strata Plan No 73534 was affixed on 06 December 2004 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 6 December 2004

Special By-Law 20 (Signs)

1. For a period of two (2) years from the date of registration of the strata scheme or until the original owner no longer has any interest recorded on the strata roll no signs are permitted to be displayed on the common property of the scheme or on lot property in contravention of by-law 17 without the written approval of the original owner in respect of any sign.
2. Signs include but are not limited to real estate advertising signs of any type.

Special By-Law 21 (Water Heaters)

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any hot water heater and attachments thereto located on common property which services only one lot. No further changes to the by-laws registered for the strata scheme has been made.



Small

Ref:Markey /Src:M

Form: 05DM
Licence: 04-03-028
Licensee: EDS BPA Pty Ltd

DISCHARGE OF MORTGAG



New South Wales
Real Property Act 1900

AB85049M

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) LAND	Torrens Title 16/6582		
(B) REGISTERED DEALING	Number	Torrens Title	
(C) LODGED BY	Delivery Box 26L	Name, Address or DX and Telephone CCPA-1238356 Reference (optional): 27186950K	CODE DM
(D) MORTGAGE DISCHARGED	7159455		
(E) MORTGAGEE	WESTPAC BANKING CORPORATION ABN 33 007 457 141		
(F) MORTGAGOR	Leave blank in the case of a total discharge of the mortgage; otherwise see Instructions for Completion		

(G) The mortgagee discharges the above mortgage so far as it affects the land/~~registered dealing~~ specified above. However, the mortgagee does not release obligations secured by the mortgage, and does not discharge the mortgage as it affects other lands and registered dealings.

DATE: 16/10/2004

(H) I certify that the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this discharge of mortgage in my presence.
Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 457 141 by its Attorney:

Certified correct for the purposes of the Real Property Act 1900.

WESTPAC BANKING CORPORATION by its Attorney:

K. Galpin
Tier Three Attorney, The Mortgage Centre
Power of Attorney registered at Land and Property
Information NSW Book 4299 No.332

Karen Galpin

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Julie Playford
Julie Playford
25 Pierson Street
Lockleys SA 5032

REG 32
2-17

Ref:Markey /Src:M

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900




AB850460T

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP 73534	
(B) LODGED BY	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L
		CODE CB

- (C) The Owners-Strata Plan No 73534 certify that pursuant to a resolution passed on 07 June 2005 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No 16
 Added by-law No Special 16
 Amended by-law No NOT APPLICABLE
 as fully set out below.
 As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 73534 was affixed on 02 August 2005 in the presence of
- Signature(s): 
- Name(s): STEPHEN BRELL
- being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996
- I certify that _____ has approved the change of by-laws set out herein.
- Signature of authorised officer: _____
- Name and position of authorised officer: _____

All handwriting must be in block capitals.

Page 1 of 2

LAND AND PROPERTY INFORMATION NSW

Reg 19

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 73534

Dated: 2 August 2005

Special By-Law 16 - Keeping of Animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must
- (a) notify the owners corporation that the animal is being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on the common property except when in transit to or from the lot ;
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

2 of 2



Ref:Markey /Src:M

Form: .15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900



AB850461R

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP 73534	
(B) LODGED BY	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L
		CODE CB

- (C) The Owners-Strata Plan No 73534 certify that pursuant to a resolution passed on 07 June 2005 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
 Added by-law No Special 22&26
 Amended by-law No NOT APPLICABLE
 as fully set out below.
 As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 73534 was affixed on 02 August 2005
- Signature(s): 
- Name(s): STEPHEN BRELL
- being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**
- I certify that _____ has approved the change of by-laws set out herein.
- Signature of authorised officer: _____
- Name and position of authorised officer: _____

Reg 19

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 73534

Dated: 2 August 2005

Special By-Law 22 (Air-Conditioners)

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
- (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
- (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) the air-conditioner and all filters must be regularly cleaned by the owner
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.



Annexure A to CHANGE OF BY-LAWS

Parties:

SP 73534

Dated: 2 August 2005

Special By-Law 26 (Alterations & Additions to Fire Doors)

Definitions

(a) The following terms are defined to mean:

'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.

B) Duties of Owners

(a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not

(c) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and

(d) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

C) Liability

1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.

2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occur

D) Indemnity

i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

recover the costs of carrying out that work as a debt from the owner of the lot.

3 of 3



Ref:Markey /Src:M

Form: 15CB
Release: 1.1
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CHANGE OF BY-LA

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AC116711R

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP73534				
(B) LODGED BY	<table border="1"><tr><td>Delivery Box 573X</td><td>Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L</td></tr></table>	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L				
CODE CB					

- (C) The Owners-Strata Plan No 73534 certify that pursuant to a resolution passed on 09 November 2005 and in accordance with the provisions of
- (D) section 47 & 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
Added by-law No Special 27-30
Amended by-law No NOT APPLICABLE
as fully set out below.
As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 73534 was affixed on 16 January 2006 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (G) COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 16 January 2006

Special By-Law 27 (Access for Inspection of Fire Services)

A) Definitions

(a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

(b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.

B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

(a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;

(b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of fourteen (14) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);

ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to issued.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

i) Carry out all work necessary to perform the obligation;

ii) enter upon any part of the parcel to carry out that work; and

iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

Special By-Law 28 (Maintenance of Exhaust Fans)

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.



A handwritten signature in black ink, appearing to be "S. Bell".

Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 16 January 2006

Special By-Law 29 (Exclusive Use - Lot 76)

The owner for the time being of lot 76 in the strata scheme is conferred with the right to install a Pergola on their balcony to provide protection from sun and weather to the balcony and all associated equipment wherever located) (hereinafter referred to as the "Pergola") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 76 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Pergola is to be installed;
- (b) the Pergola shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 76;
- (c) the style, design and finish of the proposed Pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Pergola to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 76 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Pergola must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Pergola must be forthwith made good by the owner of lot 76 at no cost to the Owners Corporation;
- (h) the Pergola must be maintained in good working order and condition by the owner of lot 76 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 76 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Pergola is to be replaced or renewed;
- (j) the owner of lot 76 must ensure that all paint, stain and trim finishes applied to the Pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (k) any burden or benefit from this consent shall flow to any future owners of lot 76;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 76 at no cost to the Owners Corporation.



Shrell

Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 16 January 2006

Special By-Law 30 (Exclusive Use Lot 35)

The owner for the time being of lot 35 in the strata scheme is conferred with the right to install Canvas Blinds to provide protection from sun and weather to the windows, doors and all associated equipment wherever located) (hereinafter referred to as the "Canvas Blinds") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 35 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Canvas Blinds is to be installed;
- (b) the Canvas Blinds shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 35;
- (c) the style, design and finish of the proposed Canvas Blinds shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Canvas Blinds to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 35 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Canvas Blinds must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Canvas Blinds must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Canvas Blinds must be forthwith made good by the owner of lot 35 at no cost to the Owners Corporation;
- (h) the Canvas Blinds must be maintained in good working order and condition by the owner of lot 35 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 35 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Canvas Blinds is to be replaced or renewed;
- (l) the owner of lot 35 must ensure that all paint, stain and trim finishes applied to the Canvas Blinds shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (m) any burden or benefit from this consent shall flow to any future owners of lot 35
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 35 at no cost to the Owners Corporation.



Ref:Markey /Src:M

Form: 15CB
Release: 1.1
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CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AC303545P

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP73534	
(B) LODGED BY	Delivery Box 573X	Name, Address or DX and Telephone NETWORK STRATA SERVICES PTY LIMITED, P.O. BOX 265, HURSTVILLE, NSW 2220 Reference (optional): 123421L
		CODE CB

- (C) The Owners-Strata Plan No 73534 certify that pursuant to a resolution passed on 19 April 2006 and in accordance with the provisions of
- (D) section 47 & 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
 Added by-law No Special 31-36
 Amended by-law No NOT APPLICABLE
 as fully set out below.
 As set out in Annexure A

- (F) The common seal of the Owners-Strata Plan No 73534 was affixed on 24 April 2006 in the presence of—

Signature(s):

Name(s): STEPHEN BRELL

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Reg 74
JP

Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 24 April 2006

Special By-Law 31 (Purchase of Junk Mail Bin)

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install a Stainless Steel Junk Mail Bin to service the letterbox area ;
- b) the maintenance, repair, renewal and replacement of the Stainless Steel Junk Mail Bin from time to time.

Special By-Law 32 (Entry door mats)

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install Three (3) heavy duty mats to the entrances in the lobby area;
- b) the maintenance, repair, renewal and replacement of the Three (3) Entry Mats from time to time.

Special By-law 33 (Main Security Garage Door)

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install a main security garage door to the visitors parking spaces, fixed panels and pedestrian gate to the garbage bay area;
- (b) the maintenance, repair, renewal and replacement of the main security garage door, fixed panels and pedestrian gate from time to time.



Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 24 April 2006

Special By-Law 34 (Storage Box)

(a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:

(b) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;

(c) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;

(d) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;

(e) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;

(f) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(g) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;

(h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;

(i) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;

(j) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;

(k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;

(2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.



Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 24 April 2006

Special By-Law 35 (Parking Barrier)

- (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a yellow coloured, bi-fold angular design parking barrier (hereinafter referred to as "parking barrier") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (b) The owners of any lot proposing to undertake the installation of a parking barrier must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;
- (c) the parking barrier must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the parking barrier must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (e) the owners of any lot undertaking the installation of a parking barrier must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the parking barrier must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking barrier must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the parking barrier must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs or replacement of the parking barrier shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;
- (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the parking barrier is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking barrier.



Annexure A to CHANGE OF BY-LAWS

Parties:

SP73534

Dated: 24 April 2006

Special By-Law 36 (Lot 84 Pergola)

The owner for the time being of lot 84 in the strata scheme is conferred with the right to install a Pergola on their balcony to provide protection from sun and weather to the balcony and all associated equipment wherever located) (hereinafter referred to as the "Pergola") to service the owners lot within the strata scheme subject to the following terms and conditions:

(a) The owner of lot 84 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Pergola is to be installed;

(b) the Pergola shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 84;

(c) the style, design and finish of the proposed Pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Pergola to be notified to the secretary or the strata managing agent;

(d) the owner of lot 84 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;

(e) the installation of the Pergola must be effected in a workmanlike manner by licensed and insured tradespersons;

(f) the Pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;

(g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Pergola must be forthwith made good by the owner of lot 84 at no cost to the Owners Corporation;

(h) the Pergola must be maintained in good working order and condition by the owner of lot 84 without claim on the Owners Corporation in respect of such maintenance;

(i) the owner of lot 84 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Pergola is to be replaced or renewed;

(j) the owner of lot 84 must ensure that all paint, stain and trim finishes applied to the Pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;

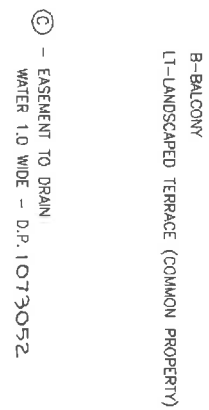
(k) any burden or benefit from this consent shall flow to any future owners of lot 84

(l) any costs associated with the consent herein referred shall be paid by the owner of lot 84 at no cost to the Owners Corporation.





MGA
ROAD



OFFICE USE ONLY

Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor

SURVEYORS REFERENCE: 200653

AREAS ARE APPROXIMATE.

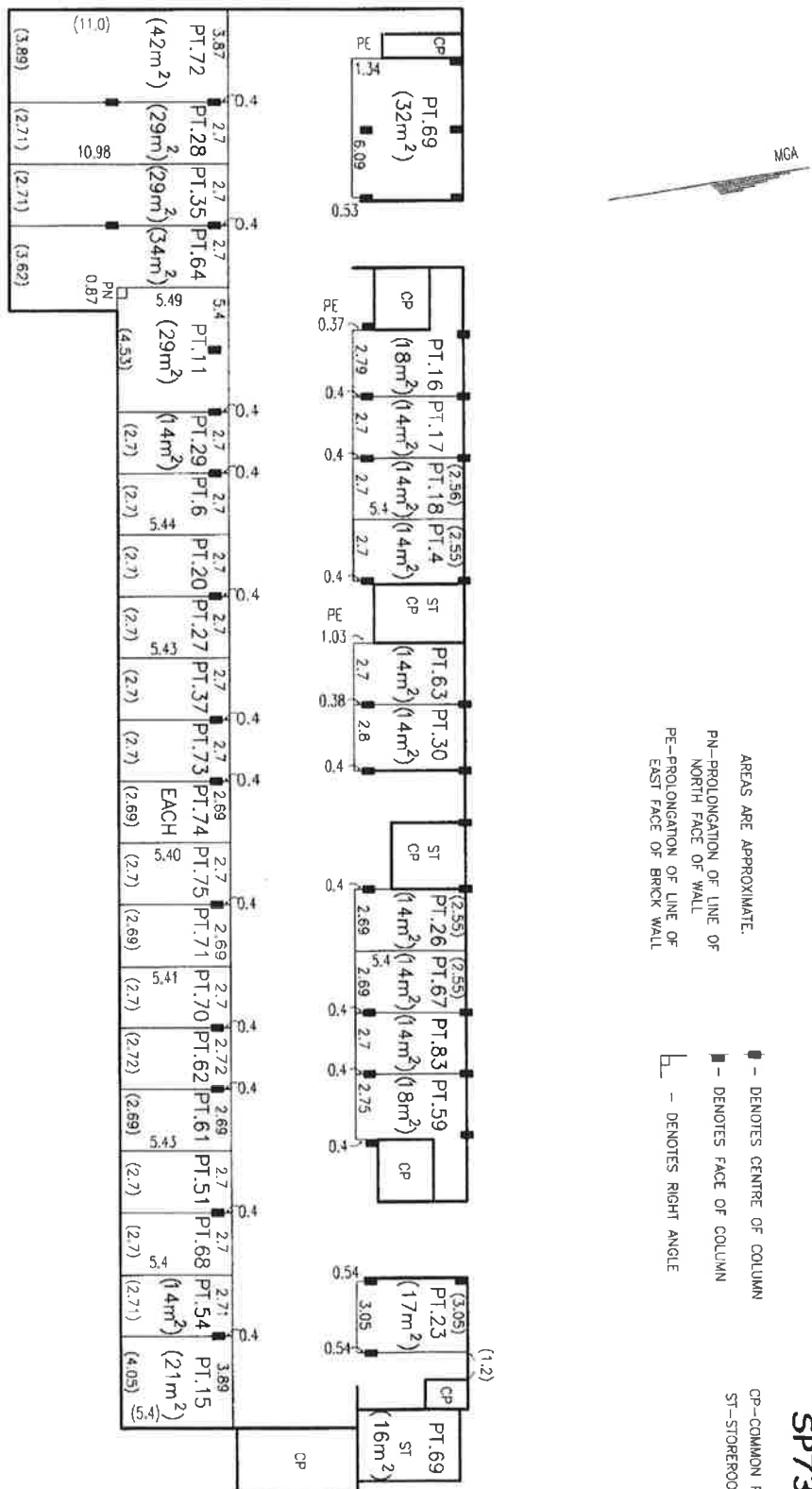
PN—PROLONGATION OF LINE OF NORTH FACE OF WALL

RE—PROLONGATION OF LINE OF EAST FACE OF BRICK WALL

— DENOTES CENTRE OF COLUMN

■ DENOTES FACE OF COLUMN

└ DENOTES RIGHT ANGLE

CP-COMMON PROPERTY
ST-STOREROOM

LOWER BASEMENT CAR SPACES

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyors

SURVEYORS REFERENCE: 200653

Chrysomela

Authorized Person/Responsible Agency/Service Center

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

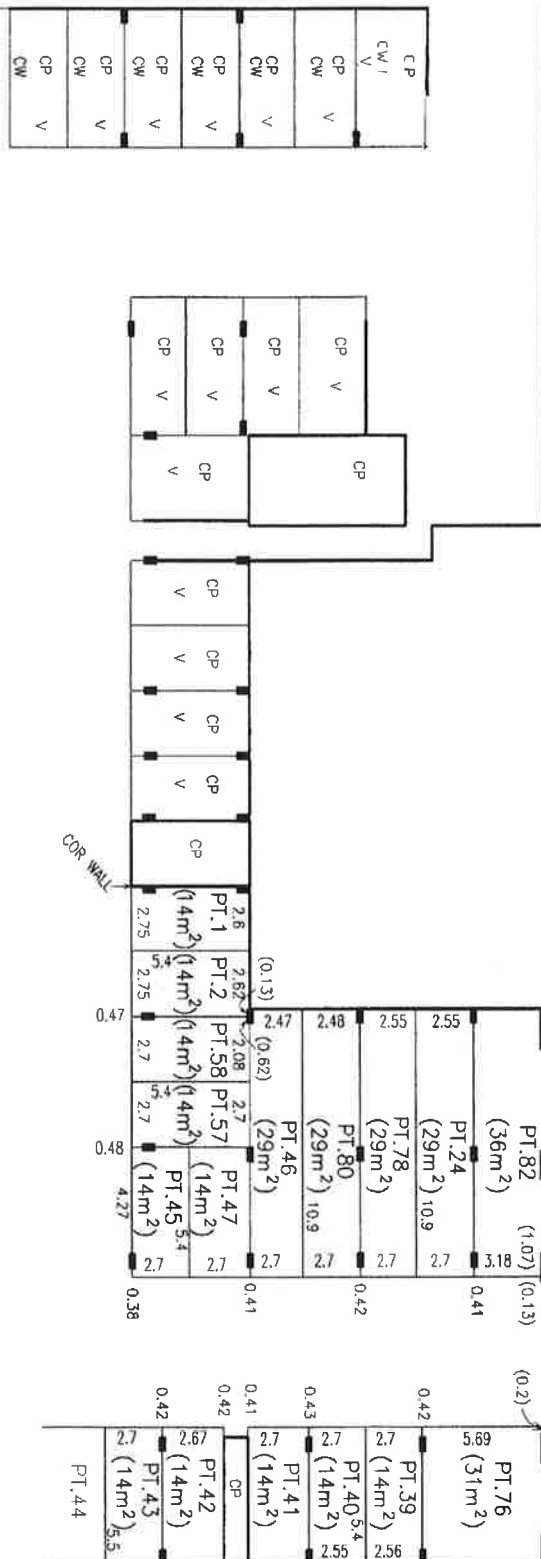
Sheet No. 4 of 15 Sheets

WCA

■ - DENOTES CENTRE OF COLUMN
CP-COMMON PROPERTY
V-VISITOR PARKING
CW-CAR WASH
CW1 SMALL CAR WASH

AREAS ARE APPROXIMATE.

SP73534



BASEMENT CAR SPACES

SEE SHEET 5

Reduction Ratio 1: 200

Lengths are in metres

V. Mawell
Registered Surveyor

SP73534
Measured by: [Signature]
Checked by: [Signature]

SURVEYORS REFERENCE: 200653

OFFICE USE ONLY

FORM 2

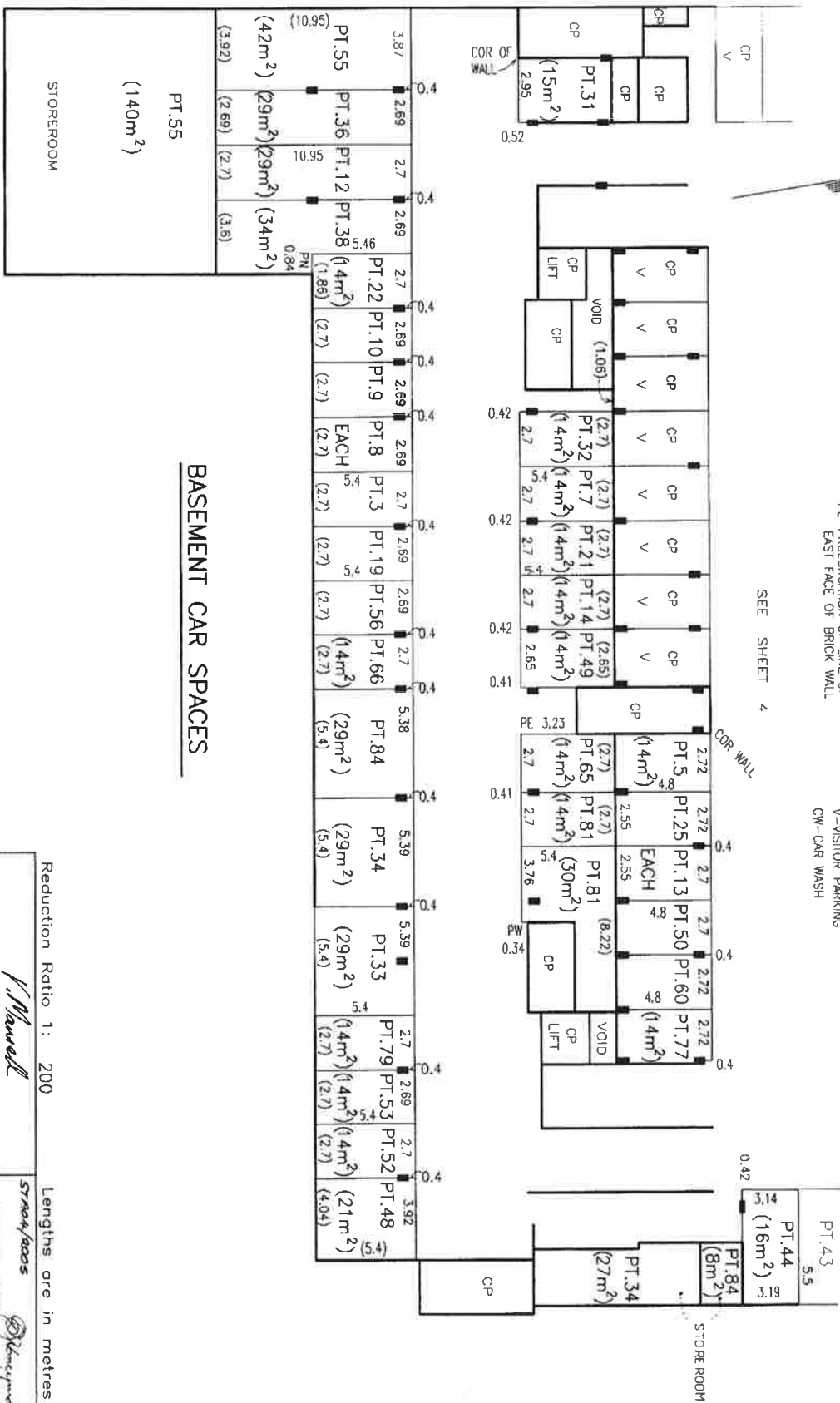
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 15 Sheets

SP73534

AREAS ARE APPROXIMATE.

- PN--PROLONGATION OF LINE OF NORTH FACE OF WALL
- PW--PROLONGATION OF LINE OF WEST FACE OF BRICK WALL
- PE--PROLONGATION OF LINE OF EAST FACE OF BRICK WALL
- - DENOTES CENTRE OF COLUMN
- - DENOTES FACE OF COLUMN
- CP--COMMON PROPERTY
- V--VISITOR PARKING
- CW--CAR WASH



BASEMENT CAR SPACES

Reduction Ratio 1: 200

Lengths are in metres

SURVEYORS REFERENCE: 200653

Registered Surveyor

J. Maxwell

SP73534

Authorised Person/Signature

J. Maxwell

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

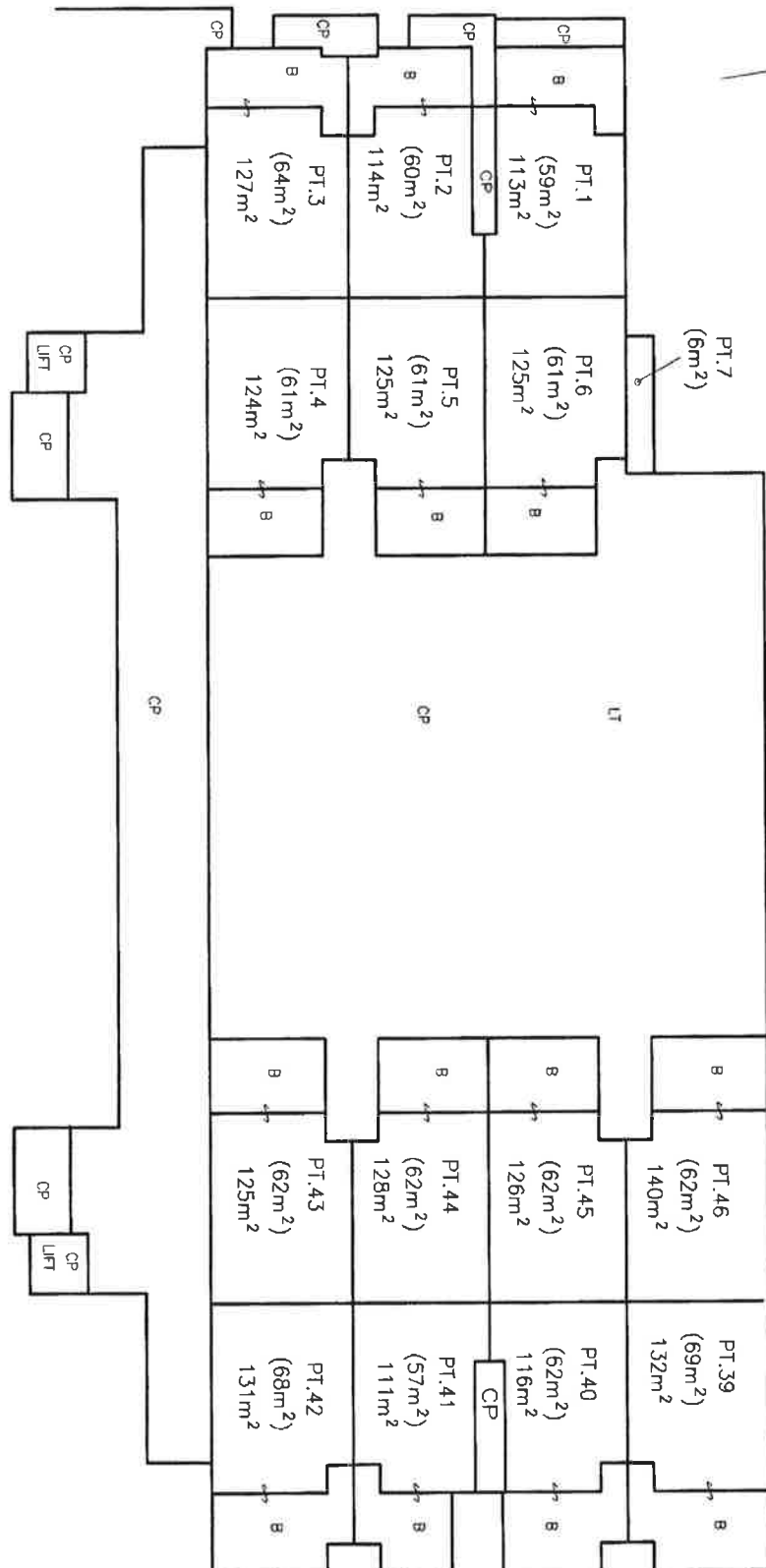
Sheet No. 6 of 15 Sheets

SP73534

WALLS AND RAILINGS AROUND BALCONIES
 ARE COMMON PROPERTY.
 BALCONIES MEASURED TO EDGE OF SLAB.

LT-LANDSCAPED TERRACE
 CP-COMMON PROPERTY
 B-BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5' ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.



GROUND FLOOR

Reduction Ratio 1: 200

Lengths are in metres

V. Mawell
 Registered Surveyor

STMO/ROOS
 Authorised Person/Engineer/Professional Engineer

SURVEYORS REFERENCE: 200653

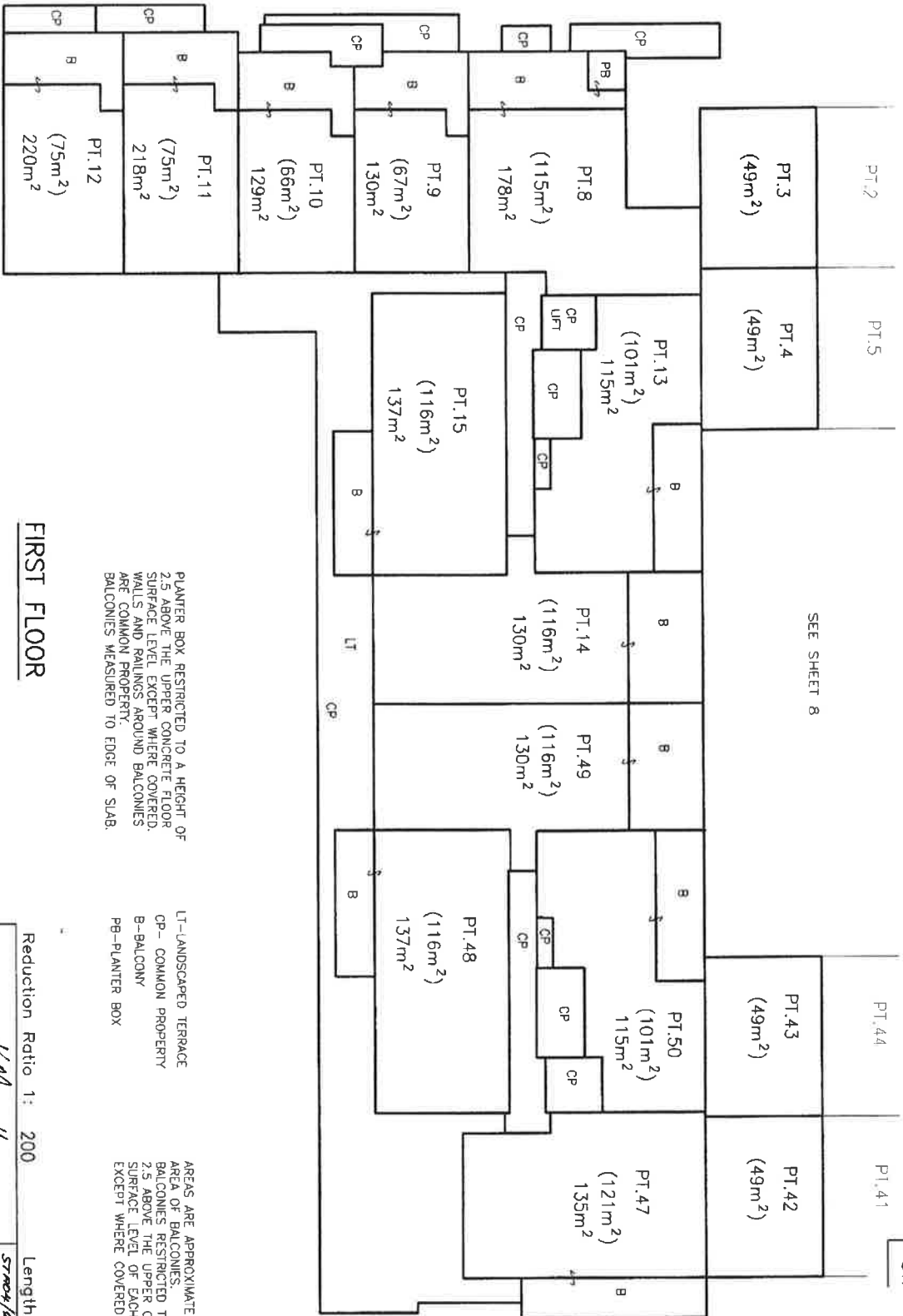
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 15 Sheets

SP73534



FIRST FLOOR

Reduction Ratio 1 : 200

Lengths are in metres

SURVEYORS REFERENCE: 200653

V. Maxwell
 Registered Surveyor

Stacy Adams
 Registered Surveyor

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FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 8 of 15 Sheets

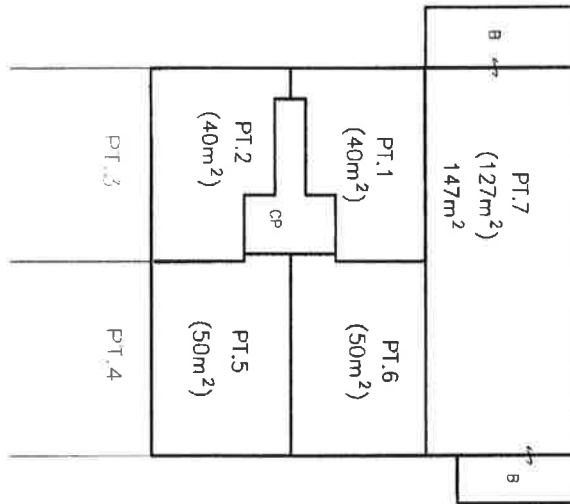
MGA

WALLS AND RAILINGS AROUND BALCONIES
 ARE COMMON PROPERTY.
 BALCONIES MEASURED TO EDGE OF SLAB.

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

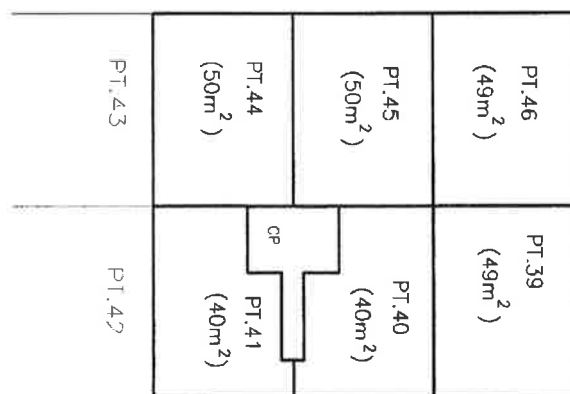
CP- COMMON PROPERTY
 B-BALCONY

SP73534



SEE SHEET 7

FIRST FLOOR



Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

Simon Ross
 Authorised Surveyor/Engineer/Quantity Surveyor

SURVEYORS REFERENCE: 200653

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 9 of 15 Sheets

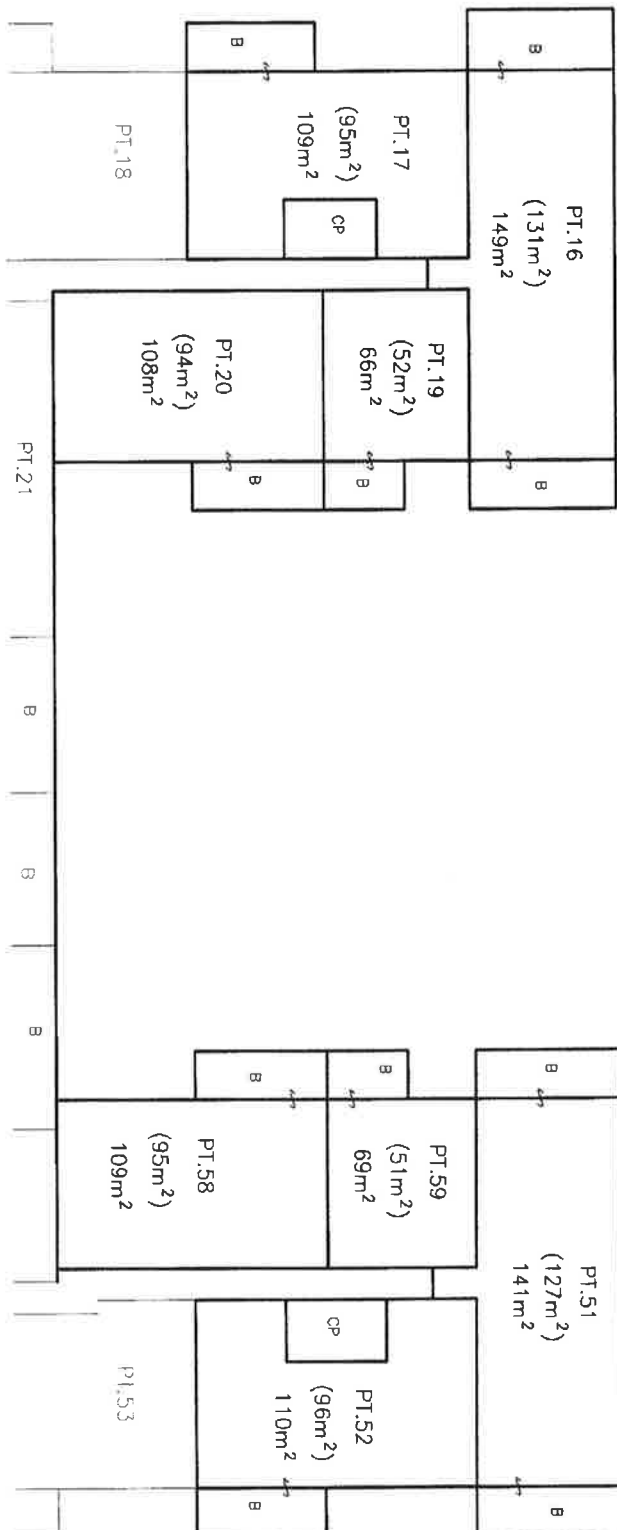
MCA

WALLS AND RAILINGS AROUND BALCONIES
 ARE COMMON PROPERTY.
 BALCONIES MEASURED TO EDGE OF SLAB.

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

CP-COMMON PROPERTY
 B-BALCONY

SP73534



SEE SHEET 10

SECOND FLOOR

Reduction Ratio 1: 200

Lengths are in metres

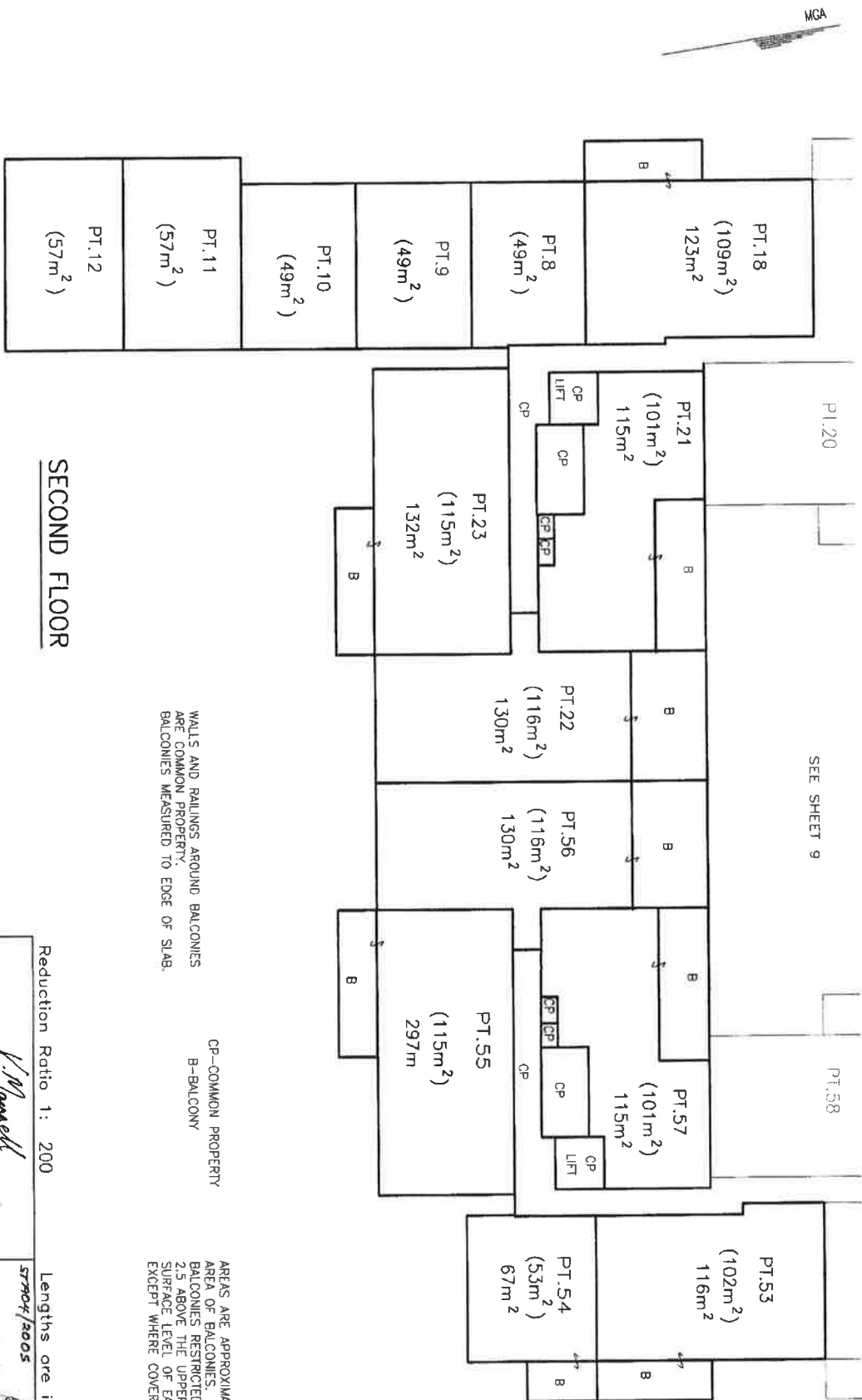
V. Maxwell
 Registered Surveyor

STROY/ROOS
 Registered Surveyor

SURVEYORS REFERENCE: 200653

OFFICE USE ONLY

SP73534



SECOND FLOOR

Reduction Ratio 1: 200

Lengths are in metres

V. M. Powell
Registered Surveyor

SURVEYORS REFERENCE: 200653

2904/2005
Ed. B. Meyn
Authorized Person/Personnel/Manager/Assistant/Secretary

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.
BALCONIES MEASURED TO EDGE OF SLAB.

CP-COMMON PROPERTY
B-BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

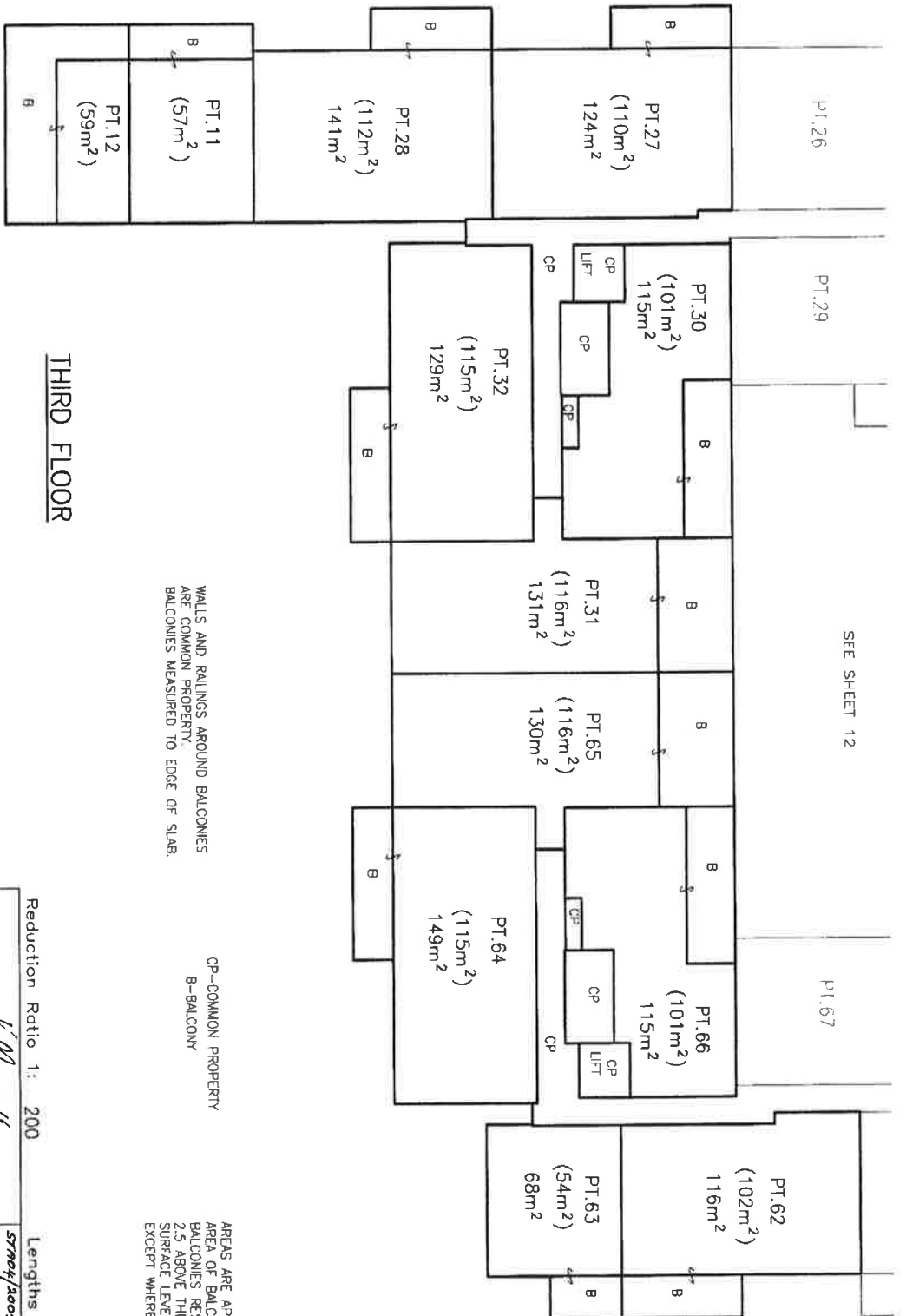
OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 11 of 15 Sheets

SP73534



THIRD FLOOR

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY. BALCONIES MEASURED TO EDGE OF SLAB.

CP-COMMON PROPERTY
 B-BALCONY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

Reduction Ratio 1: 200

Lengths are in metres

V. Maxwell
 Registered Surveyor

SP73534/2005

Spangman
 Authorised Person/Registered Surveyor/Professional Engineer

SURVEYORS REFERENCE: 200653

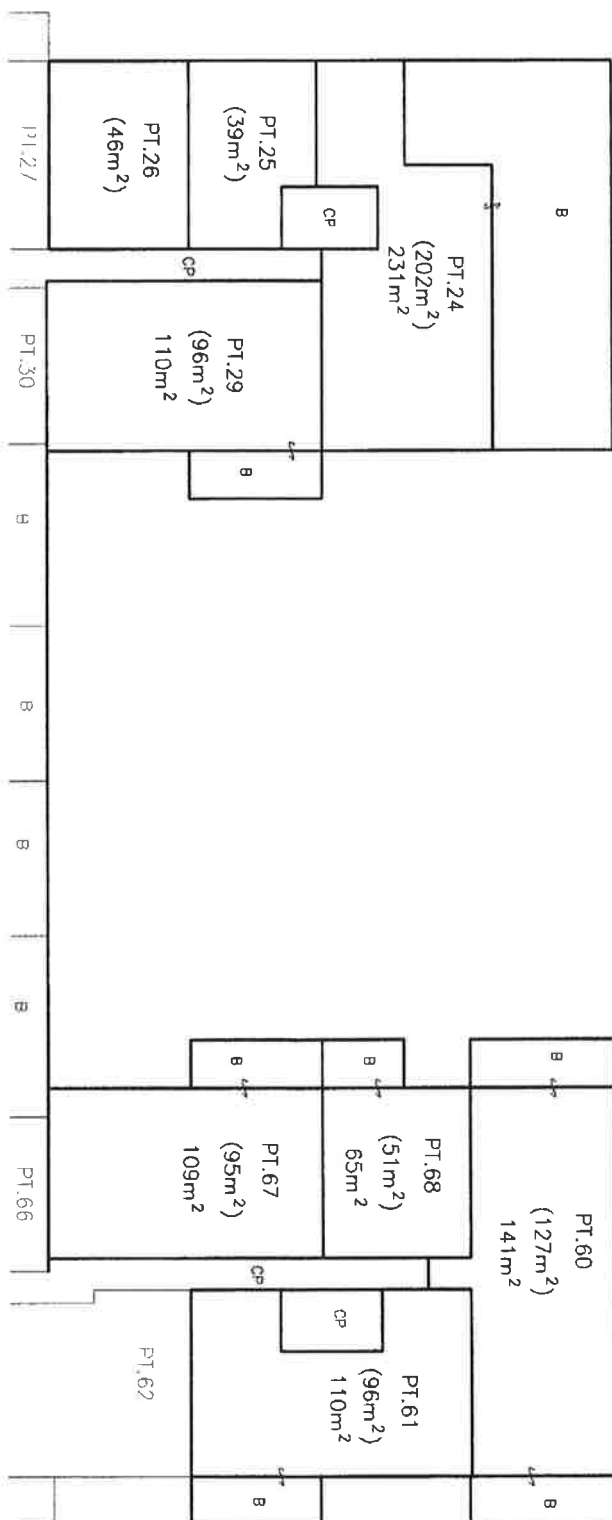
OFFICE USE ONLY

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

CP-COMMON PROPERTY
B-BALCONY

SP73534

OFFICE USE ONLY



SEE SHEET 11

THIRD FLOOR

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveys

SURVEYORS REFERENCE: 200653

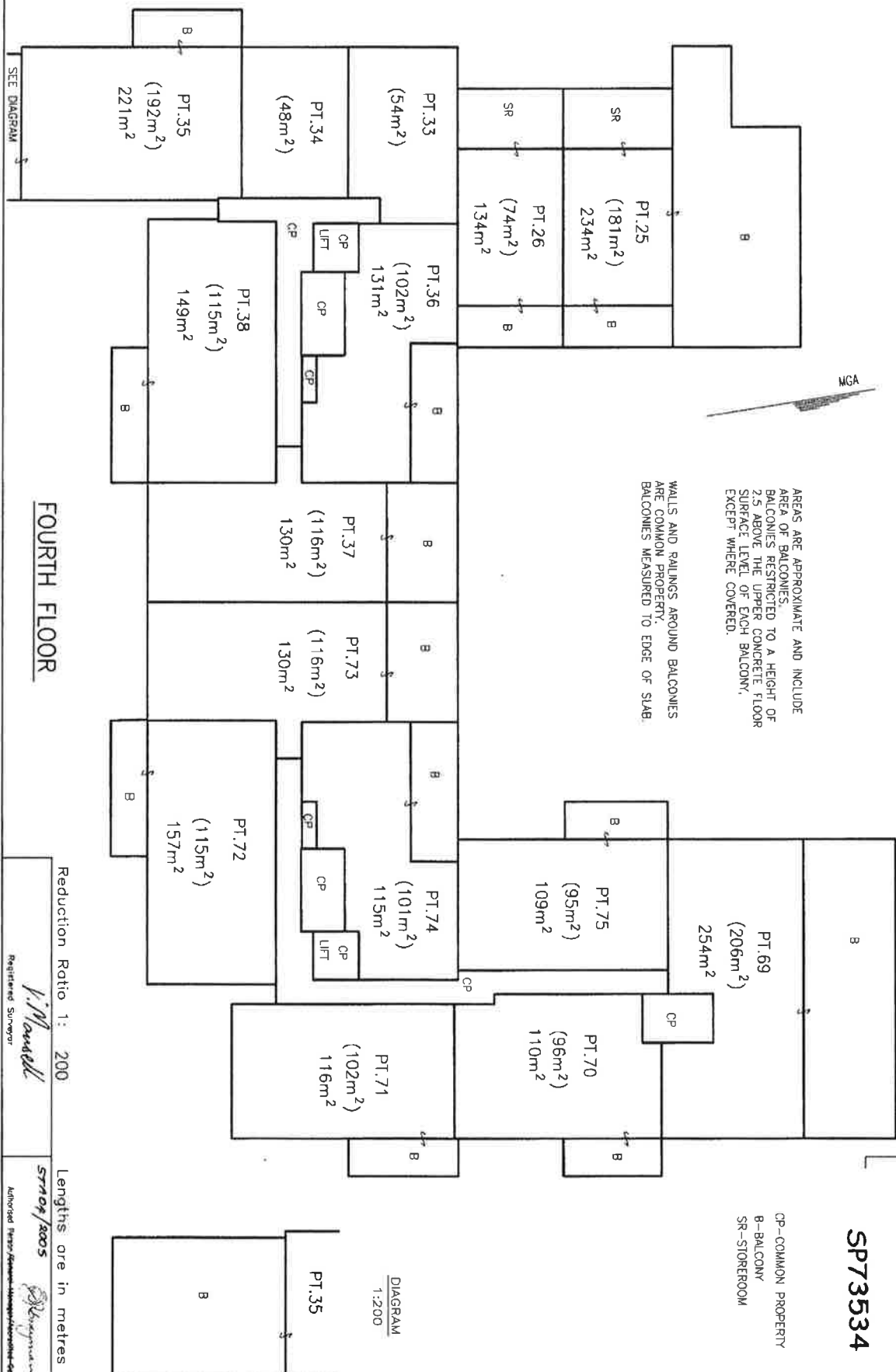
Authorised Person / Person Who signs the Certificate

SP73534

AREAS ARE APPROXIMATE AND INCLUDE AREA OF BALCONIES. BALCONIES RESTRICTED TO A HEIGHT OF 2.5 ABOVE THE UPPER CONCRETE FLOOR SURFACE LEVEL OF EACH BALCONY, EXCEPT WHERE COVERED.

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY. BALCONIES MEASURED TO EDGE OF SLAB

CP-COMMON PROPERTY
B-BALCONY
SR-STOREROOM



OFFICE USE ONLY

CP-COMMON PROPERTY
B-BALCONY

WALLS AND RAILINGS AROUND BALCONIES ARE COMMON PROPERTY.
BALCONIES MEASURED TO EDGE OF SLAB



FIFTH FLOOR

Reduction Ratio 1: 200

Lengths are in metres

V. Mawell
Registered Surveyor

SURVEYORS REFERENCE: 200653

Eckmuth

OFFICE USE ONLY

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

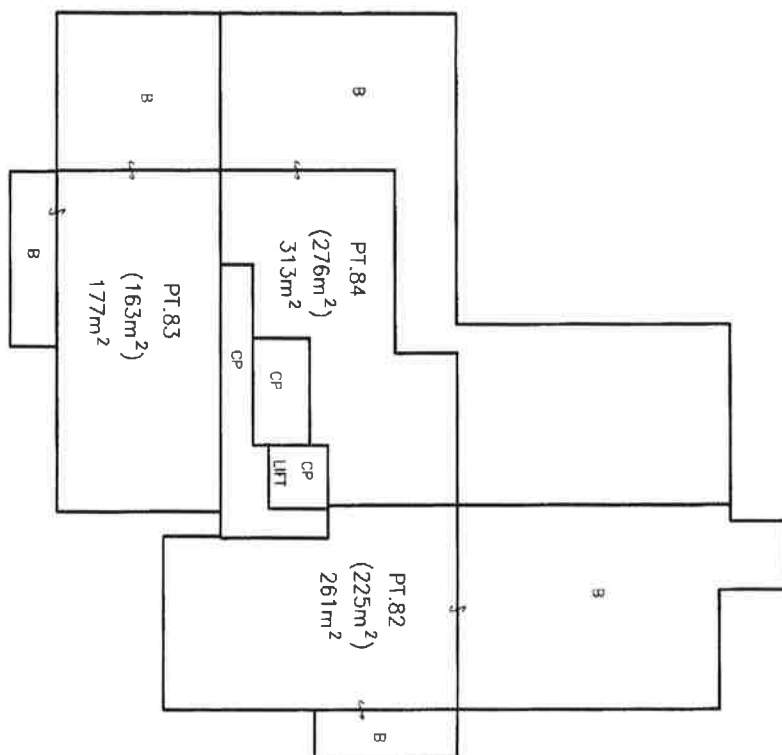
Sheet No. 15 of 15 Sheets

SP73534

CP—COMMON PROPERTY
 B—BALCONY

AREAS ARE APPROXIMATE AND INCLUDE
 AREA OF BALCONIES.
 BALCONIES RESTRICTED TO A HEIGHT OF
 2.5 ABOVE THE UPPER CONCRETE FLOOR
 SURFACE LEVEL OF EACH BALCONY,
 EXCEPT WHERE COVERED.

WALLS AND RAILINGS AROUND BALCONIES
 ARE COMMON PROPERTY.
 BALCONIES MEASURED TO EDGE OF SLAB.



SIXTH FLOOR

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

V. Mawell

ST/04/2005

Authorised Person/Registered Surveyor/Professional Engineer

SURVEYORS REFERENCE: 200653

OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres:

(Sheet 1 of 2 Sheets)

SP73534

Plan of subdivision of Lot 2 DP 1034369 covered by Strata
Certificate No. **STA04/2005**
of **01/09/04**

Full name and address of the owner of the land:

TIPTELL PTY LIMITED, LICHAA METLEGE, MONA
METLEGE and JOE METLEGE of PO Box 276 Earwood
2206

PART 1

Number of item shown in the intention panel on the plan:	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on use of land	Common Property	Sutherland Shire Council

PART 2

Terms Of Restriction On Use Of Land Firstly Referred To In Abovementioned Plan

- 1 No part of the common property shall be used for exclusive use of any lot without the consent of Sutherland Shire Council.
- 2 The Owners Corporation of the future Strata Plan shall make available the common property on an unrestricted basis for use by any owner, employee of an owner or visitor to the land forming part of the Strata Plan.

Approved by Sutherland Shire Council


General Manager/Authorised Person/
Accredited Certifier

INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919-1964, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973.

Lengths are in metres:

(Sheet 2 of 2 Sheets)

SP73534

Plan of subdivision of Lot 2 DP 1034369 covered by Strata
Certificate No.
of

Name Of Authority Empowered To Release, Vary Or Modify The Restriction On Use Of Land Firstly Referred To
In The Abovementioned Plan

The Council of Sutherland Shire

Executed by TIPTELL PTY LIMITED
ABN 20090025237
by

Chris Davelle
Director
P. Davelle
Secretary

Signature of Witness

Kamal Kassis

Name of Witness

Kamal Kassis
23 PENTLAND AVE
ROSELANDS 2196

L. Metlege
L Metlege

M. Metlege
M Metlege

J. Metlege
J Metlege

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 by the MORTGAGEE
SIGNED BY MARK BAKER, AS ATTORNEY FOR WESTPAC BANKING CORPORATION UNDER POWER
OF ATTORNEY BOOK 4299 NO. 332

BY EXECUTING THIS INSTRUMENT THE ATTORNEY STATES THAT THE ATTORNEY HAS RECEIVED NO
NOTICE OF THE REVOCATION OF THE POWER OF ATTORNEY.

I CERTIFY THAT THE ATTORNEY FOR THE MORTGAGEE WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE IDENTITY I AM OTHERWISE SATISFIED, SIGNED THIS INSTRUMENT IN MY PRESENCE.

SIGNATURE OF WITNESS: *[Signature]*

Approved by Sutherland Shire Council

NAME OF WITNESS: JIMAN SINGH
ADDRESS OF WITNESS: 113, 130 PITT ST
SYDNEY NSW 2000
General Manager/Authorised Person/
Accredited Certifier

REGISTERED 22-9-2004

RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES REGULATION 2010

Laing+Simmons | Miranda

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 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 22 / 23 / 04 / 2015 at 39 KIORA ROAD, MIRANDA, NSW. 2228. between
LANDLORD *[Insert name of landlord(s) and contact details]*

Name /s GRAEME AND TRACEY MARKEY

A.B.N. (if applicable)

Contact Details

Care of Agent ☒ Yes ☐ No**TENANT** *[Insert name of tenant(s) and contact details (eg. Residential and business address, phone, fax and email details.)]*

BRENDAN VAN ECK 0413 074 957

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

Licensee Green Marketing Pty Ltd

Trading as Laing + Simmons Miranda

A.B.N. 65070085728

Address 39 Kiora Road

MIRANDA, NSW

Postcode 2228

Phone 95248477

Fax 95248541

Email rentals.miranda@lsre.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** *[Insert name of tenant's agent (if any) and contact details]*

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

Name /s N/A

A.B.N.

Address

Postcode

Phone

Fax

Mobile

Email

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

TERM OF AGREEMENTThe term of this agreement is: 26 WEEKS weeks / months / yearsstarting on 23 / 04 / 2015 and ending on 22 / 10 / 2015 [Cross out if not applicable]**RESIDENTIAL PREMISES**The residential premises are *[Insert address]*.

Address 6 / 8-12 WANDELLA ROAD

MIRANDA NSW

Postcode 2228

1313

RESIDENTIAL TENANCY AGREEMENT

Laing+Simmons | Miranda

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

Single car space

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]*

N/A

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

The rent is \$1060.00 per FORTNIGHT payable in advance starting on 23 /04 /2015.

The method by which the rent must be paid:

(a) to LAING + SIMMONS MIRANDA at 39 KIORA ROAD, MIRANDA by cash or cheque, or

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

Name of Financial Institution: NATIONAL AUSTRALIA BANK

BSB number: 082-128

Account number: 830063641

Account name: GREEN MARKETING PTY LTD T/AS LAING + SIMMONS MIRANDA RENT TRUST

Payment reference: 236

, or

(c) as follows: B-PAY: Biller Code - 43919 Reference No. - 2360

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 \$2120.00 must be paid by the tenant on signing this agreement.

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

**IMPORTANT INFORMATION
MAXIMUM NUMBER OF OCCUPANTS.**

No more than 1 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):

N/A

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

Electrical repairs: MATT KEENE ELECTRICAL 0401 315 097

Plumbing repairs: MTD PLUMBING - 0419 614 101

Glass repairs: MIRANDA GLAZING 9545 5644

Locksmith: PREDDEY'S LOCKSMITHS 9525 6466 or AT CALL LOCKSMITHS 9521 8957

Other repairs: LAING + SIMMONS MIRANDA 9524 8477

WATER USAGEWill 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.

R/S

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:

BVA.

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

BA

- 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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RESIDENTIAL TENANCY AGREEMENT

- 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 landlords 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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ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

41. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated N/A / / (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

ADDITIONAL TERM - BREAK FEE

[Cross out clauses 42 and 43 if not applicable]

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

- 42.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 42.2 if the fixed term is for more than 3 years,

\$

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

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility.

Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

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

ADDITIONAL TERM - PETS

44. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
45. The landlord agrees that the tenant may keep the following animals on the residential premises:

NIL

46. The tenant agrees to have the carpet professionally cleaned and/or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy, and the tenant agrees to repair any damage caused by animals kept on the premises.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE PREMISES

47. Further to clause 16, the tenant agrees:

- 47.1. To clean the premises regularly with special attention to the kitchen, bathroom and appliances;

- 47.2 To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3. To wrap up and place garbage in a suitable container;
- 47.4. To keep the grounds and garden tidy and free of rubbish;
- 47.5. To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 47.6. To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 47.7. To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; (A copy of which policy will be made available to the tenant upon request);
- 47.8. To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests.
- 47.9. To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen areas to prevent the growth of mould.
- 47.10. Not to remove, alter or damage any water efficiency measure installed in the premises

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

- 48.1. To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 48.2. The availability of telephone / fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone / fax plugs, antenna sockets or other such sockets or service points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

ADDITIONAL TERM - RENTAL BOND

49. The tenant agrees not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

ADDITIONAL TERM - OCCUPANTS

50. The tenant agrees:

- 50.1 Not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and
- 50.2. To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

ADDITIONAL TERM - TERMINATION

- 51. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.
- 52. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.


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

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

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

N/A

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

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

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

N/A

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.

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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 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 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 A

ADDITIONAL SPECIAL CONDITIONS – ADDITIONAL TERMS & CONDITIONS

Property: 6/8-12 WANDELLA ROAD, MIRANDA NSW 2228

Tenant/ s: BRENDAN VAN ECK

Routine Inspections

The tenant agrees to allow access for the Agent to carry out routine inspections during business hours Monday to Friday (tenant will be notified in writing at least seven (7) days beforehand).

1. Repairs & Maintenance

All maintenance requests must be submitted in writing to our office via email, post, fax or hand delivered, unless in an emergency situation.

Email: rentals@lsre.com.au

2. Smoking

The tenant agrees that there will be no smoking inside the premises.

3. Garage Remotes

We recommend you refrain from leaving garage remotes in your car. Should the remote be lost or stolen it will be the responsibility of the tenant to cover all costs associated with replacement and also the cost of re-coding all other remotes in the building should the Strata/Executive Committee request same.

4. Dryers (if applicable)

The tenant agrees to ensure that the lint filter in the dryer is kept free of lint at all times.

5. Air Conditioners (if applicable)

The tenant agrees to clean the filters in the air conditioner every 3 months.

6. Gas bottles

The tenant acknowledges that gas bottles are not permitted inside the premises and must be kept outside at all times.

7. Rental History

All information concerning your tenancy, including your rental payments and routine inspections will be provided to other Agents when you apply for properties in the future.

I/We acknowledge the above terms and conditions and agree to them:

TENANT: BRENDAN VAN ECK

Brendan Van Eck

DATE: 23 APR 15.

TENANT: _____

DATE: _____

LANDLORD/AGENT: *[Signature]*

DATE: 23.4.15

BY-LAWS FOR STRATA PLAN 73534 AT 8-12 WANDELLA ROAD, MIRANDA 'CENTRAL APARTMENTS'

1. Noise

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

2. Vehicles

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

3. Obstruction of common property

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

4. Damage to lawns and plants on common property

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

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

5. Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen or 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 rest of the building.
- (5) Despite Section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish etc. on common property

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

10. Drying of laundry items

An owner or occupier of a lot must not, except with the 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 door

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

- (a) the owners corporation resolves that it will keep the glass or specific part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12. Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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13. Moving furniture etc. on or through common property

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

14. Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15. Garbage disposal

- (1) An owner or occupier of a lot in an strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the Owners Corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected must promptly return the receptacles to the lot or other area referred to in paragraph (a);
 - (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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16. Special By-Law - Keeping of Animals

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot;
 - (b) keep the animal within the lot;
 - (c) carry the animal when it is on the common property except when in transit to or from the lot;
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal;
 - (e) take all reasonable steps to ensure that the animal does not interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (3) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion and in all events the provisions of By-Law 16(2) and 16(4) hereunder shall apply.
- (4) In the event that an owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out in By-Law 16(2)(a) to (e) hereof or any conditions imposed by the Owners Corporation pursuant to By-Law 16(3) then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

17. Appearance of lot

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

18. Change in use of lot to be notified

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

19. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services
 - (c) electricity, water or gas supply
 - (d) telecommunication services (for example, cable television)
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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20. Signs

1. For a period of two (2) years from the date of registration of the strata scheme or until the original owner no longer has any interest recorded on the strata roll no signs are permitted to be displayed on the common property of the scheme or on lot property in contravention of by-law 17 without the written approval of the original owner in respect of any sign.
2. Signs include but are not limited to real estate advertising signs of any type.

21. Hot Water Heaters

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any hot water heater and attachments thereto located on common property which services only one lot.

22. Air-Conditioners

Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filler, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the common property or the street front or any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

23. Exclusive Use – Lot 33

1.1 The owners for the time being of lot 33 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property immediately adjoining their balcony and the northern part of their lot as depicted in the plan annexed (hereinafter referred to as "the exclusive use areas for lot 33") as private courtyards subject to the following terms and conditions;

- (a) The exclusive use areas for lot 33 shall only be used as private open space;
 - (b) the exclusive use areas for lot 33 must be maintained in a clean and tidy state by the owners of lot 33 at no cost to the Owners Corporation;
 - (c) the owners of lot 33 must pay all costs for the improvement of the subject areas, maintenance, care and replacement of any landscape (including any steps, ramps or other devices referred to in clause 1.2) or other non-structural materials used within the exclusive use area without claim on the Owners Corporation;
 - (d) no permanent or semi-permanent structure of any sort shall be erected in the exclusive use areas for lot 33 without the written consent of the Owners Corporation;
- 1.2 The owners of lot 33 in the strata scheme are permitted to install access opening, steps, ramps or other devices to reasonably accommodate pedestrian access from each lot space to the adjoining exclusive use areas referred to in clause 1.1 subject to the following terms and conditions:
- (a) any fences or gates that enclose the exclusive use areas for lot 33 or steps, ramps and the like that are installed within the exclusive use area shall not be common property and shall always remain the sole property of the owners of lot 33;
 - (b) any fences or gates used to enclose the exclusive use areas for lot 33 must be, and must remain, of the same specification as the fences and gates fitted elsewhere throughout the common property of the strata scheme;
 - (c) the installation of any enclosures, steps, ramps or the like to the exclusive use areas for lot 33 must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) any damage to another lot or common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any enclosures, steps, ramps or the likes located in the exclusive use areas for lot 33 must be forthwith made good by the owners of lot 33 at no cost to the Owners Corporation;
 - (e) any fences, gates, steps, ramps or the like used to enclose of the exclusive use areas for lot 33 must be maintained in good working order and condition by the owner of lot 33 without claim on the owners corporation in respect of such maintenance;
 - (f) the owners of lot 33 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any works are to be done in the exclusive use areas for lot 33;
 - (g) any costs associated with the consent herein referred shall be paid by the owners of lot 33 and at no cost to the Owners Corporation.
 - (h) any burden or benefit from this consent shall flow to any future owners of lot 33;

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24. Exclusive Use – Lot 34

1.1 The owners for the time being of lot 34 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of that part of the common property immediately adjoining the balcony of their lot as depicted in the plan annexed (hereinafter referred to as "the exclusive use area for lot 34") as private courtyards subject to the following terms and conditions;

- (a) The exclusive use area for lot 34 shall only be used as private open space;
 - (b) the exclusive use area for lot 34 must be maintained in a clean and tidy state by the owners of lot 34 at no cost to the Owners Corporation;
 - (c) the owners of lot 34 must pay all costs to improve the subject areas, maintenance, care and replacement of any landscape (including any steps, ramps or other devices referred to in clause 1.2) or other non-structural materials used within the exclusive use area without claim on the Owners Corporation;
 - (d) no permanent or semi-permanent structure of any sort shall be erected in the exclusive use area for lot 34 without the written consent of the Owners Corporation;
- 1.2 The owners of lot 34 in the strata scheme are permitted to install access opening, steps, ramps or other devices to reasonably accommodate pedestrian access from their lot space to the adjoining exclusive use area referred to in clause 1.1 subject to the following terms and conditions:
- (a) any fences or gates that enclose the exclusive use area for lot 34 or steps, ramps and the like that are installed within the exclusive use area shall not be common property and shall always remain the sole property of the owners of lot 34;
 - (b) any fences or gates used to enclose the exclusive use area for lot 34 must be, and must remain, of the same specification as the fences and gates fitted elsewhere throughout the common property of the strata scheme;
 - (c) the installation of any enclosures, steps, ramps or the like to the exclusive use area for lot 34 must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (d) any damage to another lot or common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any enclosures, steps, ramps or the like located in the exclusive use area for lot 34 must be forthwith made good by the owners of lot 34 at no cost to the Owners Corporation;
 - (e) any fences, gates, steps, ramps or the like used to enclose the exclusive use area for lot 34 must be maintained in good working order and condition by the owner of lot 34 without claim on the owners corporation in respect of such maintenance;
 - (f) the owners of lot 34 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any works are to be done in the exclusive use area for lot 34;
 - (g) any costs associated with the consent herein referred shall be paid by the owners of lot 34 and at no cost to the Owners Corporation.
 - (h) any burden or benefit from this consent shall flow to any future owners of lot 34;

25. Exclusive Use – Lot 38

The owner for the time being of lot 38 in the strata scheme is conferred with the right to install a Clear Plastic Weather Shield to provide protection from sun and weather to the windows, doors and all associated equipment wherever located) (hereinafter referred to as the "Weather Shield") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 38 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Weather Shield is to be installed;
- (b) the Weather Shield shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 38;
- (c) the style, design and finish of the proposed Weather Shield shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Weather Shield to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 38 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Weather Shield must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Weather Shield must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Weather Shield must be forthwith made good by the owner of lot 38 at no cost to the Owners Corporation;
- (h) the Weather Shield must be maintained in good working order and condition by the owner of lot 38 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 38 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Weather Shield is to be replaced or renewed;
- (j) the owner of lot 38 must ensure that all paint, stain and trim finishes applied to the Weather Shield shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (k) any burden or benefit from this consent shall flow to any future owners of lot 38;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 38 at no cost to the Owners Corporation.

26. Alterations & Additions to Fire Doors**Definitions**

- (a) The following terms are defined to mean:
'Fire Door' means the common property entrance door/s to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
 - (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.
- B) Duties of Owners**
- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
 - (d) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
- C) Liability**

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1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
 2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
- D) Indemnity
- i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
- E) Right to Remedy Default
- If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
- i) carry out all work necessary to perform the obligation;
 - ii) enter upon any part of the parcel to carry out that work; and
- recover the costs of carrying out that work as a debt from the owner of the lot.

27. Access for Inspection of Fire Services

- A) Definitions
- (a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme.

'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation.

'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.
 - (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.
- B) Duties of Owners
- In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;
- (a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
 - (b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.
- Duties of the Owners Corporation
- The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of fourteen (14) days notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).
- D) Indemnity
- i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);
 - ii) the owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to be issued.
- E) Right to Remedy Default
- If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
- i) Carry out all work necessary to perform the obligation;
 - ii) enter upon any part of the parcel to carry out that work; and
 - iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

28. Maintenance of Exhaust Fans

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damage to the fan has not been caused by an insurable event.

29. Exclusive Use Lot 76

The owner for the time being of lot 76 in the strata scheme is conferred with the right to install a Pergola on their balcony to provide protection from sun and weather to the balcony and all associated equipment wherever located) (hereinafter referred to as the "Pergola") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 76 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Pergola is to be installed;
- (b) the Pergola shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 76;
- (c) the style, design and finish of the proposed Pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Pergola to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 76 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Pergola must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Pergola must be forthwith made good by the owner of lot 76 at no cost to the Owners Corporation;

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- (h) the Pergola must be maintained in good working order and condition by the owner of lot 76 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 76 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Pergola is to be replaced or renewed;
- (l) the owner of lot 76 must ensure that all paint, stain and trim finishes applied to the Pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (m) any burden or benefit from this consent shall flow to any future owners of lot 76;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 76 at no cost to the Owners Corporation.

30. Exclusive Use – Lot 35

The owner for the time being of lot 35 in the strata scheme is conferred with the right to install Canvas Blinds to provide protection from sun and weather to the windows, doors and all associated equipment wherever located) (hereinafter referred to as the "Canvas Blinds") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 35 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Canvas Blinds is to be installed;
- (b) the Canvas Blinds shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 35;
- (c) the style, design and finish of the proposed Canvas Blinds shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Canvas Blinds to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 35 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Canvas Blinds must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Canvas Blinds must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Canvas Blinds must be forthwith made good by the owner of lot 35 at no cost to the Owners Corporation;
- (h) the Canvas Blinds must be maintained in good working order and condition by the owner of lot 35 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 35 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Canvas Blinds is to be replaced or renewed;
- (n) the owner of lot 35 must ensure that all paint, stain and trim finishes applied to the Canvas Blinds shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (o) any burden or benefit from this consent shall flow to any future owners of lot 35;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 35 at no cost to the Owners Corporation.

31. Purchase of Junk Mail Bin

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install a Stainless Steel Junk Mail Bin to service the letterbox area;
- b) the maintenance, repair, renewal and replacement of the Stainless Steel Junk Mail Bin from time to time.

32. Entry door mats

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- a) To purchase and install Three (3) heavy duty mats to the entrances in the lobby area;
- b) the maintenance, repair, renewal and replacement of the Three (3) Entry Mats from time to time.

33. Main Security Garage Door – REPEALED 31/10/2006

The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install a main security garage door to the visitors parking spaces, fixed panels and pedestrian gate to the garbage bay area;
- (b) the maintenance, repair, renewal and replacement of the main security garage door, fixed panels and pedestrian gate from time to time.

34. Storage Box

- (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a Storage Box (hereinafter referred to as "storage box") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (b) The owners of any lot proposing to undertake the installation of a storage box must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the storage box is to be installed;
- (c) the storage box must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the storage box must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (e) the storage box must be installed in a location and in such a way that it does not interfere or restrict the fire sprinklers or any other fire equipment in the strata scheme;

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- (f) the owners of any lot undertaking the installation of a storage box must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (g) the installation of the storage box must be effected in a workmanlike manner by licensed and insured tradespersons;
- (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the storage box must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (i) the storage box must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (j) any costs for repairs, replacement or insurance cover of the storage box including locking devices shall be borne by the lot owner in which the storage box services at no cost to the Owners Corporation;
- (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the storage box is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the storage box is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the storage box.

35. Parking Barrier

- (a) Each owner for the time being of each lot in the strata scheme is conferred with the right to install a yellow coloured, bi-fold angular design parking barrier (hereinafter referred to as "parking barrier") to service the owners lot within the strata scheme subject to the following terms and conditions:
- (b) The owners of any lot proposing to undertake the installation of a parking barrier must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the parking barrier is to be installed;
- (c) the parking barrier must be installed wholly within the lot and shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
- (d) the parking barrier must be installed in a location and in such a way that it does not interfere with access, use or operation of common property or another lot property in the strata scheme or any person lawfully using the common property any other public areas bounding the strata scheme;
- (e) the owners of any lot undertaking the installation of a parking barrier must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (f) the installation of the parking barrier must be effected in a workmanlike manner by licensed and insured tradespersons;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the parking barrier must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
- (h) the parking barrier must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
- (i) any costs for repairs or replacement of the parking barrier shall be borne by the lot owner in which the parking barrier services at no cost to the Owners Corporation;
- (j) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the parking barrier is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the parking barrier is installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the parking barrier.

36. Lot 84 Pergola

The owner for the time being of lot 84 in the strata scheme is conferred with the right to install a Pergola on their balcony to provide protection from sun and weather to the balcony and all associated equipment wherever located) (hereinafter referred to as the "Pergola") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 84 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Pergola is to be installed;
- (b) the Pergola shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 84;
- (c) the style, design and finish of the proposed Pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Pergola to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 84 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Pergola must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Pergola must be forthwith made good by the owner of lot 84 at no cost to the Owners Corporation;
- (h) the Pergola must be maintained in good working order and condition by the owner of lot 84 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 84 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Pergola is to be replaced or renewed;
- (j) the owner of lot 84 must ensure that all paint, stain and trim finishes applied to the Pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (k) any burden or benefit from this consent shall flow to any future owners of lot 84;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 84 at no cost to the Owners Corporation.

37. Surveillance Cameras

"The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

To purchase and install surveillance cameras and any apparatus associated with the installation to the car parking areas;

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the maintenance, repair, renewal and replacement of the surveillance cameras and any apparatus associated with the installation from time to time." Another proposal for the surveillance cameras will be submitted to the strata manager by the owner of lot 82 before undertaking the works.

38. Pergola – Lot 34

The owner for the time being of lot 34 in the strata scheme is conferred with the right to install a Pergola on their balcony to provide protection from sun and weather to the balcony and all associated equipment wherever located) (hereinafter referred to as the "Pergola") to service the owners lot within the strata scheme subject to the following terms and conditions:

- (a) The owner of lot 34 must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the Pergola is to be installed;
- (b) the Pergola shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner of lot 34;
- (c) the style, design and finish of the proposed Pergola shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the Pergola to be notified to the secretary or the strata managing agent;
- (d) the owner of lot 34 must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
- (e) the installation of the Pergola must be effected in a workmanlike manner by licensed and insured tradespersons;
- (f) the Pergola must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
- (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the Pergola must be forthwith made good by the owner of lot 34 at no cost to the Owners Corporation;
- (h) the Pergola must be maintained in good working order and condition by the owner of lot 34 without claim on the Owners Corporation in respect of such maintenance;
- (i) the owner of lot 34 shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the Pergola is to be replaced or renewed;
- (j) the owner of lot 34 must ensure that all paint, stain and trim finishes applied to the Pergola shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation;
- (k) any burden or benefit from this consent shall flow to any future owners of lot 34;
- (l) any costs associated with the consent herein referred shall be paid by the owner of lot 34 at no cost to the Owners Corporation.

39. Compensation to Owners Corporation

A) Definitions

- (i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;
- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.
- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B)(i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (v) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B)(v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners

40. Costs for CCTV Footage & Security Device

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The Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to charge an owner, occupant and/or the Real Estate Agent for the cost of obtaining Closed Circuit Television Footages (herein referred to CCTV Footage) and purchasing security tags or cards (herein referred to security devices) under the following terms & conditions:

1. CCTV Footages
 - a) An owner or occupier of a lot who wish to obtain CCTV footage from the surveillance cameras must put the request in writing to the Strata Manager immediately after the incident is known.
 - b) The written request must include approx date and time of loss, details of the loss and the Police Event Number.
 - c) An owner and occupier of the lot requesting CCTV footage agree to pay the Owners Corporation the costs incurred in obtaining the footage as per invoice submitted by the Security Company plus an Administration Fee of \$35.00 per request.
2. Security Devices

An owner or their managing agent of a lot in the strata scheme may purchase additional or if replacement security devices are required then;

 - a) The owner or their managing agent of the subject lot must make application in writing to the Owners Corporation for the required devices and must pay to the service provider the fee for each device/s as quoted by the contracted (currently \$65.00) for each device;
 - b) The owner or their managing agent of the subject lot must pay an additional Administration & Handling Fee of \$35.00 per device to the strata manager.
 - c) The costs paid for obtaining additional or replacement security devices are non refundable.
 - d) the Owners Corporation shall not be responsible for any costs that may be incurred by delays in providing additional or replacement security devices referred to in this By-Law;
 - e) the executive committee may make a determination as to the maximum number of security devices that may be issued to any one lot owner at any time, such number being not less than two.

41 Payment of insurance excess

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

(v) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

(vi) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

(i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;

(ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;

(iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

(i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C)(i) above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

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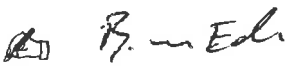
Release clause for tenancy agreements

For Service reasons, or in the event of the tenant being posted away from the area in the course of his or her employment (or accepting accommodation provided by the Australian Defence Force), it is hereby agreed and declared that:

- the agreement hereby created can be terminated by the tenant giving to the landlord, or his agent, one months notice in writing of such termination, immediately after expiration of the said notice; and
- this present agreement and all rights, liabilities and obligations there under, shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained.

The amount of rent to be paid is to be calculated on a proportional basis up to the date on which the said notice expires.

Tenants's Signature



Date

23.04.15.

Agent's Signature



Date

23.04.15

(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: Stephanie Spoto
 (Name of witness)

[Signature]
 (Signature of witness)

[Signature] (Agent)
 (Signature of landlord)

SIGNED BY THE TENANT

in the presence of: Stephanie Spoto
 (Name of witness)

[Signature]
 (Signature of witness)

[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.

[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

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy you should be given the following by the landlord or agent:

- a copy of this information statement
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

The first thing you should do before you sign the lease is read it thoroughly. If there is anything in it which you don't understand, ask questions.

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

Only when you can respond with a **Yes** to the following statements, should you sign the lease.

The lease

- ☒ I have read the lease and I asked questions if there were things I didn't understand.
- ☒ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☒ I know that I must be offered at least **one** way to pay the rent which does not involve paying a fee to a third party.
- ☒ I know that any additional terms to the lease are negotiated before I sign.
- ☒ I have checked that all additional terms to the lease are legal, for example, the lease does not include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

In relation to any promises by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard etc):

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

Upfront costs

I am not being required to pay:

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

I am not being charged for:

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

After you move in

Make sure you:

- Fill in your part of the condition report and don't forget to return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you don't take the time to complete it accurately money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number. If this doesn't arrive call Fair Trading to make sure it has been lodged.

Top tips for problem-free renting

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

- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially areas that are damaged or unclean. Keep these in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a designated 'tenancy' file folder and put it somewhere you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (eg. by failing to do repairs) – you could end up being evicted if you do.
- Keep a diary of your dealings with the landlord or agent – record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises which ends up in the NSW Civil and Administrative Tribunal.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain it.

- Be careful with what you sign relating to your tenancy, and don't let anybody rush you. Never sign a blank form, such as a Claim for refund of bond.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave, and helps to lock in the rent for the next period of time.

Further information

Go to the Fair Trading website, call 13 32 20 or visit a Fair Trading Centre for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at www.tenants.org.au for details of your nearest service or check your local phone directory.

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

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

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

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