

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	UPSTATE - LEVEL 1, SUITE 15 888 PITTWATER ROAD, DEE WHY NSW 2099	phone: 02 9902 7100 / 0421 798 099 email: ryan.z@upstate.com.au ref: Ryan Zauner
co-agent		
vendor	ANDREW WILLIAM PEADON and PENELOPE JAN PEADON PO BOX 96, TRANGIE NSW 2823	
vendor's solicitor	W A BAXTER & CO PTY LTD PO BOX 567, GUNNEDAH NSW 2380	phone: (02) 6742 0588 email: gunnedah@wabaxter.com.au ref: 66007T
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	216A/637-641 PITTWATER ROAD, DEE WHY NSW 2099 Lot 68 SP 64946 Folio Identifier FOLIO IDENTIFIER 68/SP64946	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
- Manual transaction** (clause 30) NO yes
- (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input checked="" type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

THE STRATA LIFE
 LEVEL 1, 3/45-47 HUNTER ST, HORNSBY NSW 2077
 charles@thestratalife.com.au
 02 9456 9926

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

SPECIAL CONDITIONS CONTAINED IN CONTRACT FOR SALE OF LAND

Between: ANDREW WILLIAM PEADON and PENELOPE JAN PEADON (as Vendors)
and: (as Purchasers)

- 1 The Purchasers acknowledge that prior to the signing of this agreement they have fully and carefully inspected the property and accept the same in its present condition and state of repair and further agree that they may make no requisition, objection or claim for compensation arising out of the state or repair and condition of the property.
- 2 The Purchasers agree that if settlement of this transaction is not effected within the time specified in the Contract provided the delay in such settlement is not due to any default on the part of the Vendors then the Purchasers will, from and including the day on which settlement is due until and including the day of settlement, pay interest on the balance of purchase money then outstanding at the rate of 7% per annum.
- 3 In the event that this transaction is not completed within the time specified for the completion date and either party becomes entitled to serve a Notice pursuant to clause 15 hereof the parties acknowledge that fourteen (14) days shall be a reasonable and sufficient period of notice.
- 4 The Purchasers warrant that they have not been introduced to the property by any real estate agent or agents other than as hereinbefore set out and hereby indemnify the Vendors against any claims by any such other agents for commission on this sale arising out of any breach of this warranty and this clause shall not merge on completion.
- 5 It is hereby agreed that Condition 7.1.1. of the Contract is amended by deleting the reference to Five Percent (5%) contained therein and inserting in lieu thereof the sum of Two Hundred Dollars (\$200.00).
- 6 It is hereby agreed that should either party, or if more than one, any of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a Company go into liquidation, then either party may rescind this Contract by notice in writing to the other party and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply.
- 7 In the event that any part of the Council rates assessed on the subject property have been postponed pursuant to Section 591 of the Local Government Act, the Vendors will not be required to pay any such postponed rates or part thereof or any charges relating thereto and the Purchasers will assume responsibility therefor and the rates will be adjusted on completion as if the only rates assessed against the land are the rates for the current year and any arrears (other than postponed rates).



FOLIO: 68/SP64946

SEARCH DATE	TIME	EDITION NO	DATE
16/10/2024	12:47 PM	7	9/9/2018

LAND

LOT 68 IN STRATA PLAN 64946
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ANDREW WILLIAM PEADON
PENELOPE JAN PEADON
AS TENANTS IN COMMON IN EQUAL SHARES (T AJ354872)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP64946
- AJ354873 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP64946

SEARCH DATE	TIME	EDITION NO	DATE
16/10/2024	12:48 PM	12	25/5/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64946
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP64946

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 64946
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BRIGHT & DUGGAN
PO BOX 281
CROWS NEST
NSW 1585

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L344662 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE PART OF LOT 100 IN DP595110
SHOWN SO BURDENED IN DP610295
- 3 7431852 POSITIVE COVENANT
- 4 8309916 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO
16722 TOGETHER WITH RIGHT OF WAY & EASEMENT FOR
ELECTRICITY 1.005 WIDE & VARIABLE AFFECTING THE SITE
DESIGNATED (C) AS SHOWN IN PLAN WITH 8309916. EXPIRES:
30/11/2100.
AK971351 LEASE OF LEASE 8309916 TO BLUE ASSET PARTNER PTY
LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC
ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE
2.3 (b) (ii).
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP64946

PAGE 2

SECOND SCHEDULE (6 NOTIFICATIONS) (CONTINUED)

AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
 AK971571 CHANGE OF NAME AFFECTING LEASE 8309916 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

- 5 INITIAL PERIOD EXPIRED
- 6 AS150745 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 64946

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	1111	2	1187	3	1055	4	1016
5	1050	6	879	7	1055	8	1005
9	1055	10	993	11	1055	12	959
13	1050	14	952	15	1104	16	654
17	693	18	675	19	1010	20	1121
21	1177	22	952	23	1175	24	958
25	1144	26	879	27	1175	28	968
29	1099	30	978	31	1265	32	1076
33	652	34	607	35	652	36	1223
37	1158	38	1167	39	944	40	1167
41	854	42	1167	43	935	44	1167
45	929	46	1167	47	953	48	1167
49	914	50	1217	51	669	52	687
53	1045	54	1210	55	603	56	1220
57	912	58	1256	59	920	60	1256
61	828	62	1218	63	953	64	1203
65	945	66	1144	67	1022	68	669
69	669	70	652	71	823	72	1324
73	993	74	1048	75	993	76	894
77	993	78	1043	79	993	80	1010
81	993	82	1324	83	993	84	853
85	921	86	920	87	877	88	993
89	993	90	993	91	1449	92	2312
93	2194	94	2279	95	504	96	804
97	838						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

66007T

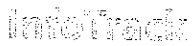
PRINTED ON 16/10/2024

* 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.

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



Strata Certificate
 MARK LINKER & CO
 being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed Strata plan/strata plan of subdivision.

The approved certificate is satisfied that the plan is consistent with a relevant development consent in force at the time of the development consent and that the plan gives effect to the development consent to which it relates.

This approval is given on the condition that the use of land (being a building or structure, or a part of a building or structure, or goods and chattels, or a part of any of them, or a right of way or easement) is restricted to the purposes of the occupier of a lot or proposed lot (but being such a lot or proposed lot) as shown on the plan of subdivision (as shown) in section 88 of the Strata Schemes (Freehold Development) Act 1973 or section 88 of the Strata Schemes (Leasehold Development) Act 1986.

The approved certificate is satisfied that the plan complies with a relevant development consent in force at the time of the development consent to which it relates.

Subdivision No. 1687/2001
 Accreditation No. 1687/2001
 Relevant Development Consent No. 1687/2001
 Issued By: [Signature]

Surveyors Certificate
 MARK JOHN ANDREW
 of DENNY LINKER & CO
 of DX 630, SYDNEY
 a surveyor registered under the Surveyors Act 1928, hereby certify that:

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

(2) (a) the building encroaches on a public place;
 (b) the building encroaches on a public place (other than a public place) in respect of which encroachment an appropriate easement has been created by registered plan; or
 (c) the building encroaches on a public place to be created under section 88B of the Conveyancing Act, 1919.

Signature: [Signature]
 Date: 19/11/2001

THIS IS SHEET 1 OF MY PLAN IN 9 SHEETS

* Made by: [Signature]
 * Kept of Animals: Option A/B/C
 * Schedule of By-laws in 12 sheets filed with plan
 * By-laws apply
 * Shrike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	1111	21	1177	41	864	61	828	81	993		
2	1187	22	952	42	1187	62	1218	82	1324		
3	1055	23	1175	43	935	63	953	83	993		
4	1016	24	958	44	1167	64	1203	84	853		
5	1050	25	1144	45	929	65	945	85	921		
6	879	26	879	46	1167	66	1144	86	920		
7	1055	27	1175	47	953	67	1022	87	877		
8	1005	28	968	48	1167	68	969	88	993		
9	1055	29	1099	49	914	69	669	89	993		
10	1055	30	993	50	978	70	652	90	993		
11	1055	31	1285	51	869	71	823	91	1449		
12	1055	32	1076	52	887	72	1324	92	2812		
13	1050	33	852	53	1046	73	993	93	2194		
14	952	34	607	54	1210	74	1048	94	2279		
15	1104	35	852	55	603	75	983	95	504		
16	654	36	1223	56	1220	76	894	96	804		
17	693	37	1158	57	912	77	993	97	838		
18	675	38	1167	58	1256	78	1043				
19	1010	39	944	59	920	79	993				
20	1121	40	1167	60	1256	80	1010				
										Aggregate:	100000

PLAN OF SUBDIVISION OF LOT 11 D. P. 1015244

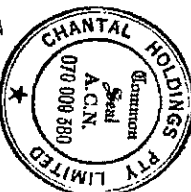
LGA: WARRINGAH Suburb/seaty: DEE WHY

Parish: MANLY COVE County: CUMBERLAND

THE OWNERS
 STRATA PLAN No. 24046
 637-641 PITWATER ROAD
 DEE WHY 2099

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants



[Signature]
 CHANTAL HOLDINGS PTY LIMITED

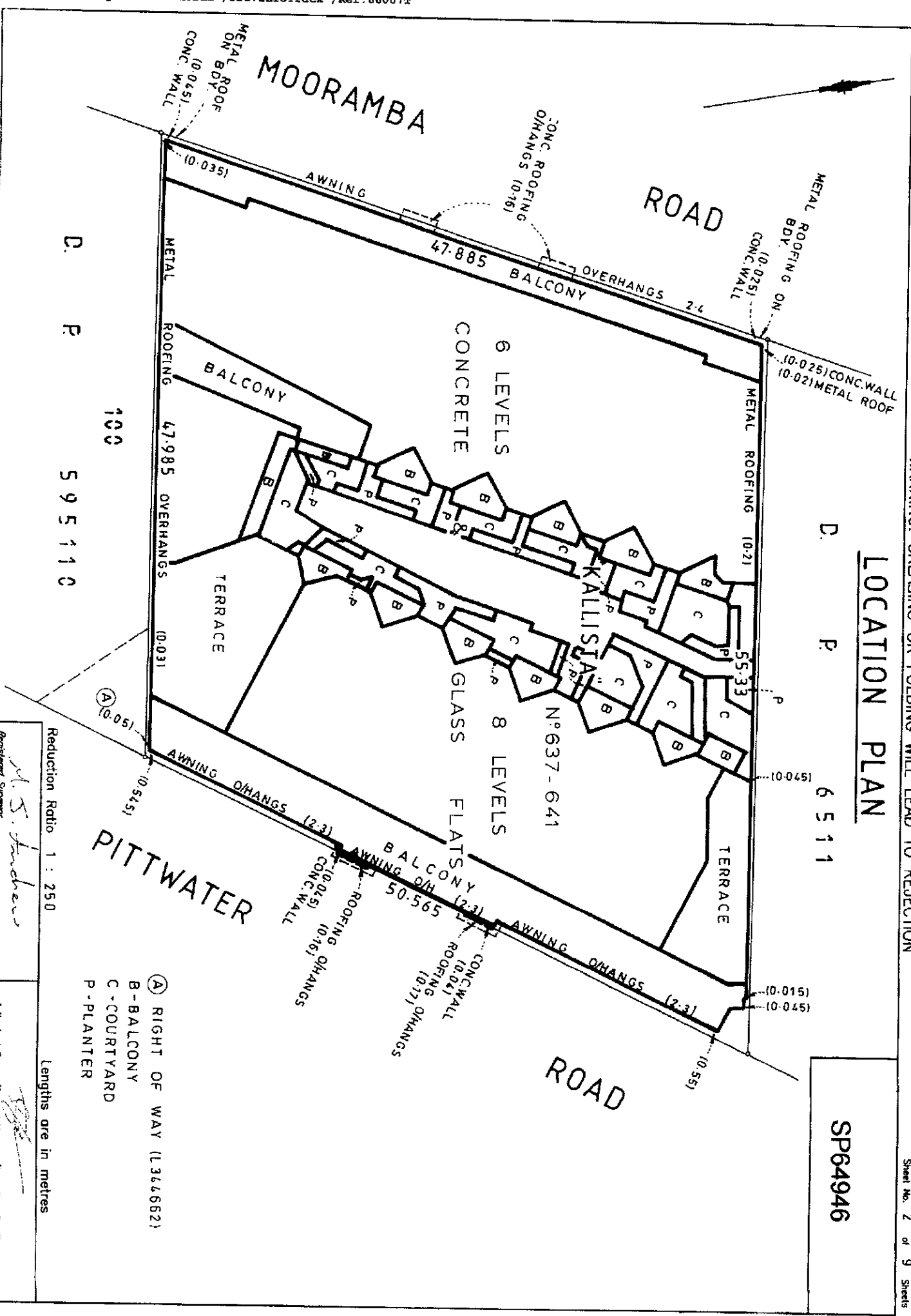
Witnessed by:
 [Signature]
 Chantal Adams

MARK WASHINGTON
 [Signature]
 27/11/2001

LOCATION PLAN

D. P. 6 5 1 1

SP64946



- Ⓐ RIGHT OF WAY (L3646621)
- B-BALCONY
- C-COURTYARD
- P-PLANTER

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor
M. S. Anderson

Authorised Person/General Manager/Authorised Officer

SURVEYOR'S REFERENCE : 990607 SP

D. P. 5 9 5 1 1 0

100

PITTWATER

MOORAMBA

ROAD

ROAD

KALLISTIA

N°637-641

BALCONY

CONC.WALL

ROOFING OHANGS

AWNING OHANGS

CONC.WALL

ROOFING OHANGS

METAL ROOF ON BDY

CONC.WALL

AWNING

CONC. ROOFING OHANGS

BALCONY

OVERHANGS

METAL ROOFING ON BDY

CONC.WALL

METAL ROOFING (0.021) CONC.WALL (0.025) METAL ROOF (0.021)

METAL ROOFING (0.021)

METAL ROOFING

BALCONY

6 LEVELS CONCRETE

8 LEVELS GLASS FLATS

TERRACE

TERRACE

OVERHANGS

AWNING OHANGS

BALCONY

AWNING OHANGS

AWNING OHANGS

TERRACE

(0.015)

(0.045)

(0.55)

Ⓐ (0.05)

(0.545)

(0.031)

(0.045)

(0.045)

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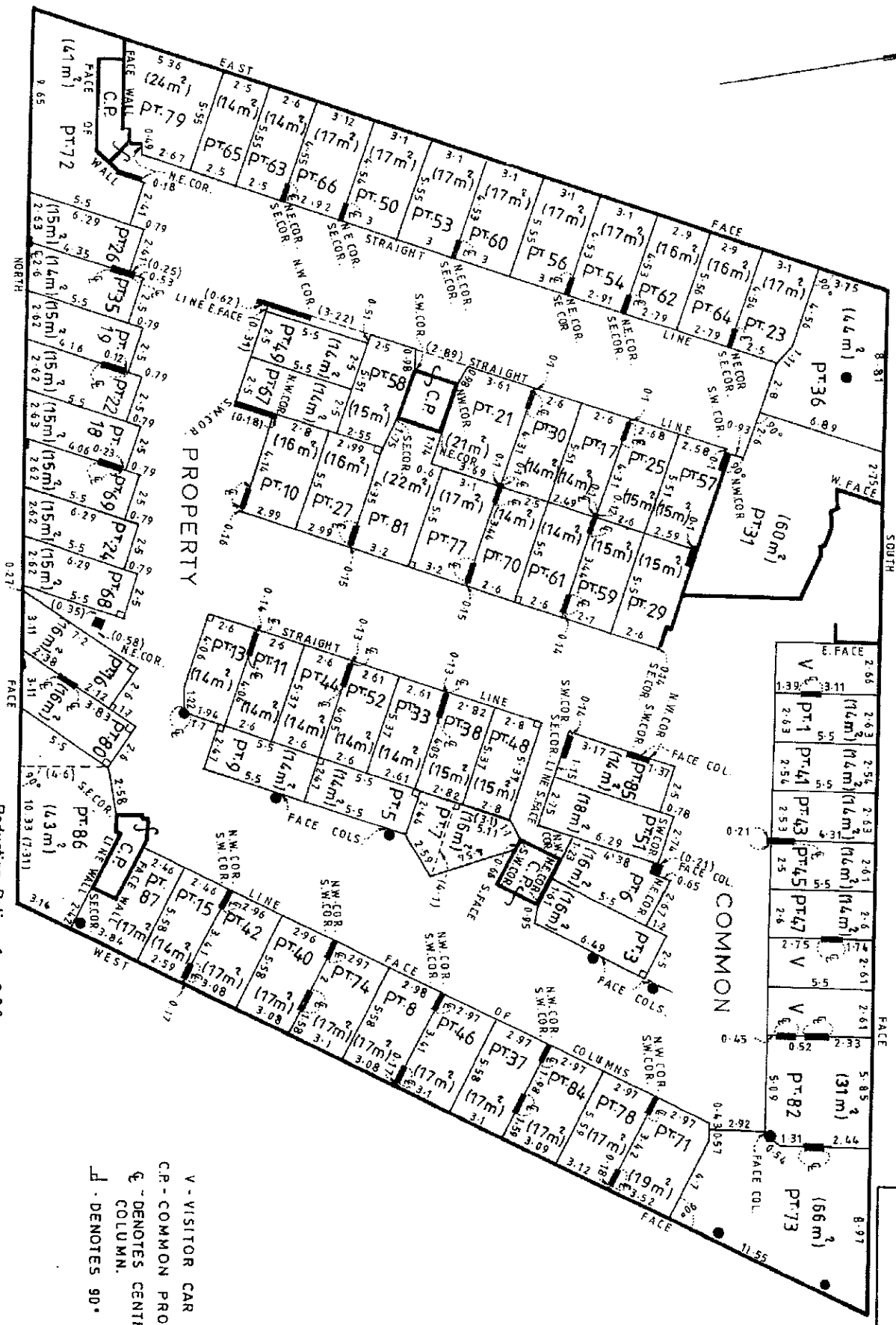
(0.045)

(0.045)

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(0.045)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SP64946

BASEMENT

PROPERTY

COMMON

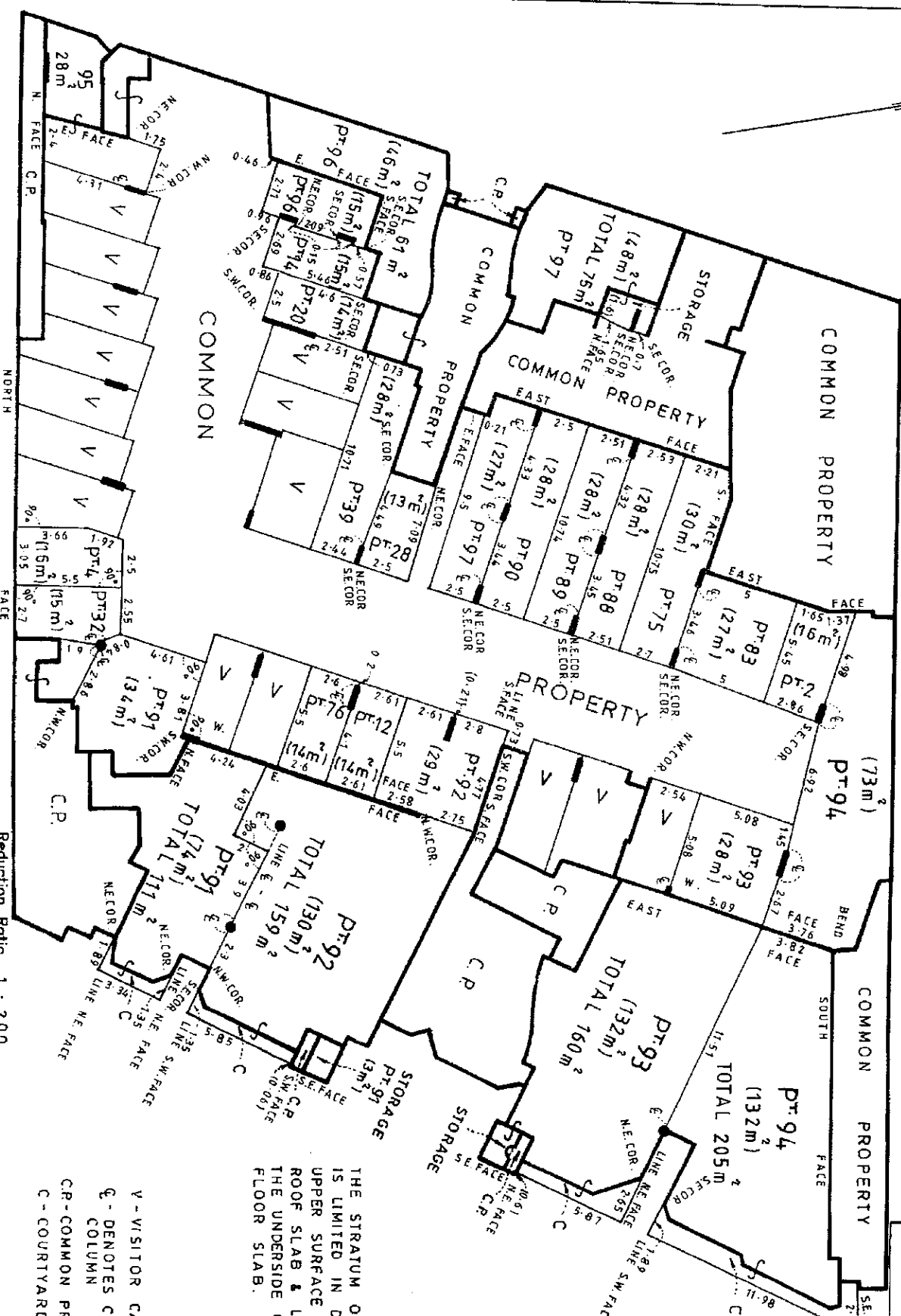
Reduction Ratio 1 : 200

Lengths are in metres

- V - VISITOR CAR SPACE
- - COMMON PROPERTY
- ⊕ - DENOTES CENTRE OF FACE OF COLUMN.
- ⊙ - DENOTES 90°

REGISTERED SURVEYOR
 SURVEYOR'S REFERENCE: 990607 SP
 AUTHORIZED FREELY CONVEYED

SP64946



THE STRATUM OF THE COURTYARDS IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE BASEMENT ROOF SLAB & LIMITED IN HEIGHT TO THE UNDERSIDE OF THE LEVEL 1 FLOOR SLAB.

- V - VISITOR CARSPACE
- ⊕ - DENOTES CENTRE OF FACE OF COLUMN
- CR - COMMON PROPERTY
- C - COURTYARD

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

Authorised Person/Competent Authority

SURVEYOR'S REFERENCE: 990 607 SP

GROUND

NORTH

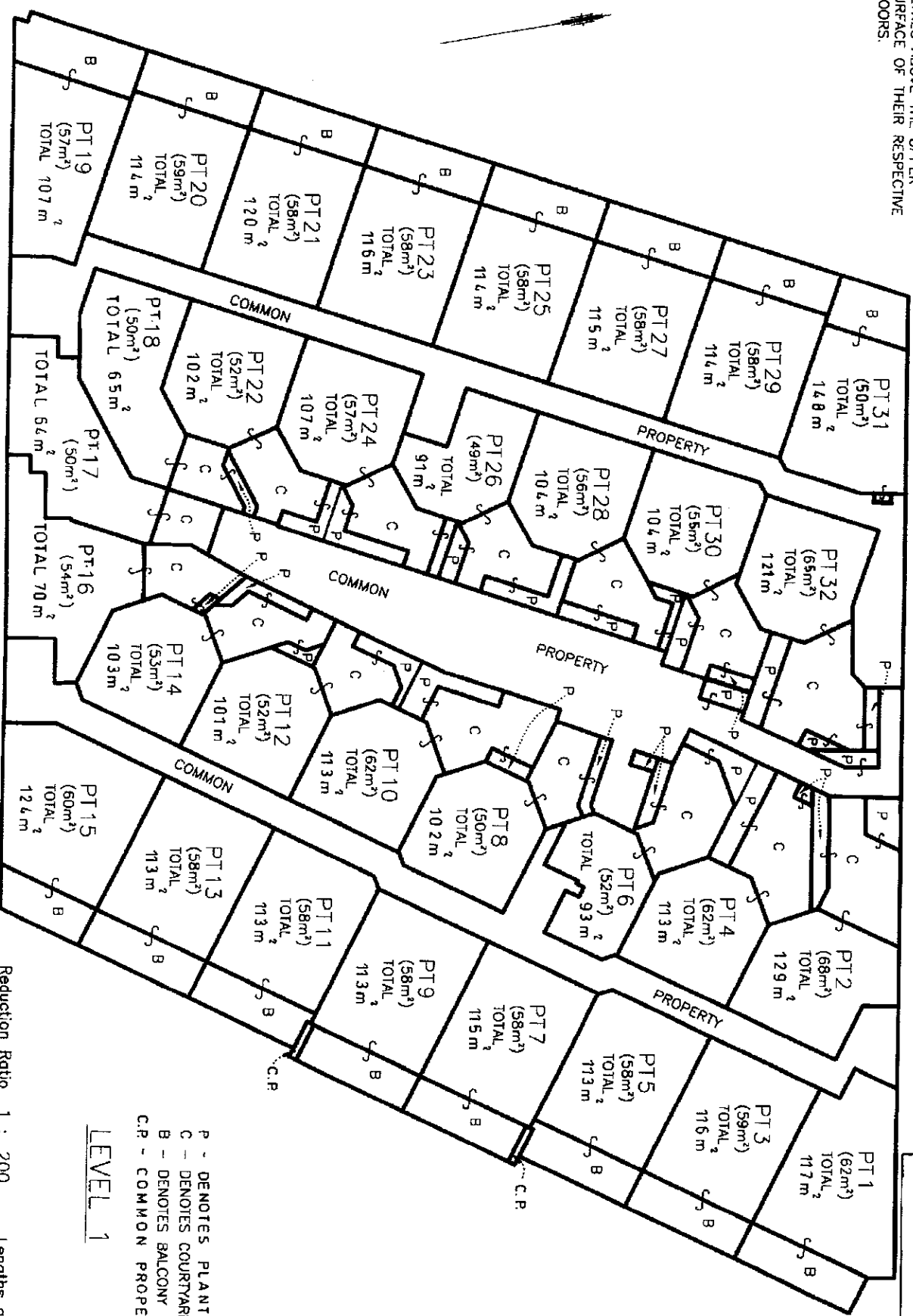
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 9 Sheets

THE STRATUM OF THE BALCONIES, COURTYARDS AND PLANTERS WHERE NOT COVERED IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

SP64946



P - DENOTES PLANTER
 C - DENOTES COURTYARD
 B - DENOTES BALCONY
 C.R - COMMON PROPERTY

LEVEL 1

Reduction Ratio 1 : 200 Lengths are in metres

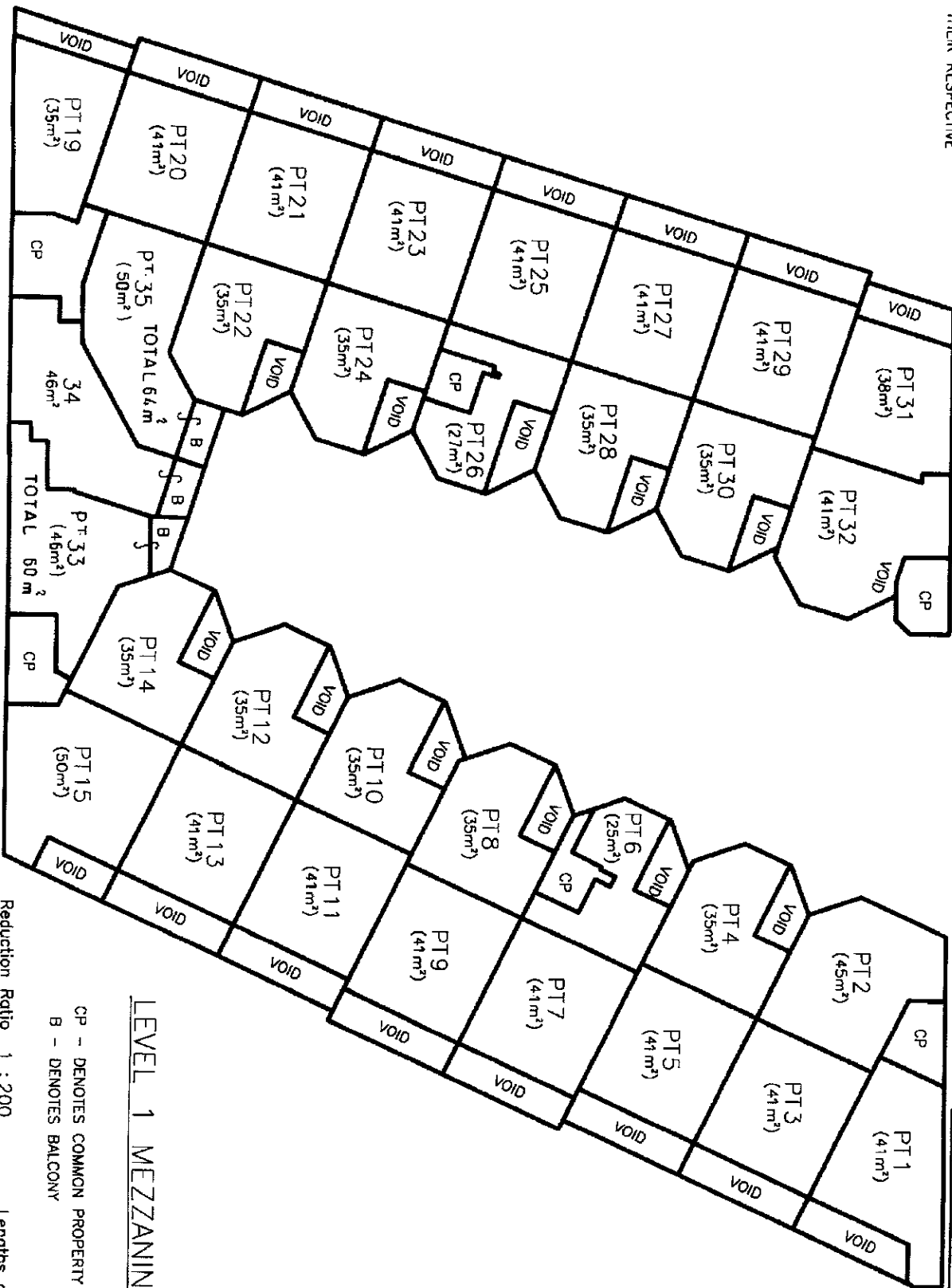
Registered Surveyor *M.S. Jackson*

Authorised Person/General Manager/Executive Officer

SURVEYOR'S REFERENCE : 970607

X:\ACAD\DATA_M\970607_KR\1\151A.DWG-WHY\00-11-06\VA-115.DWG

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



SP64946

LEVEL 1 MEZZANINE

CP - DENOTES COMMON PROPERTY
B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

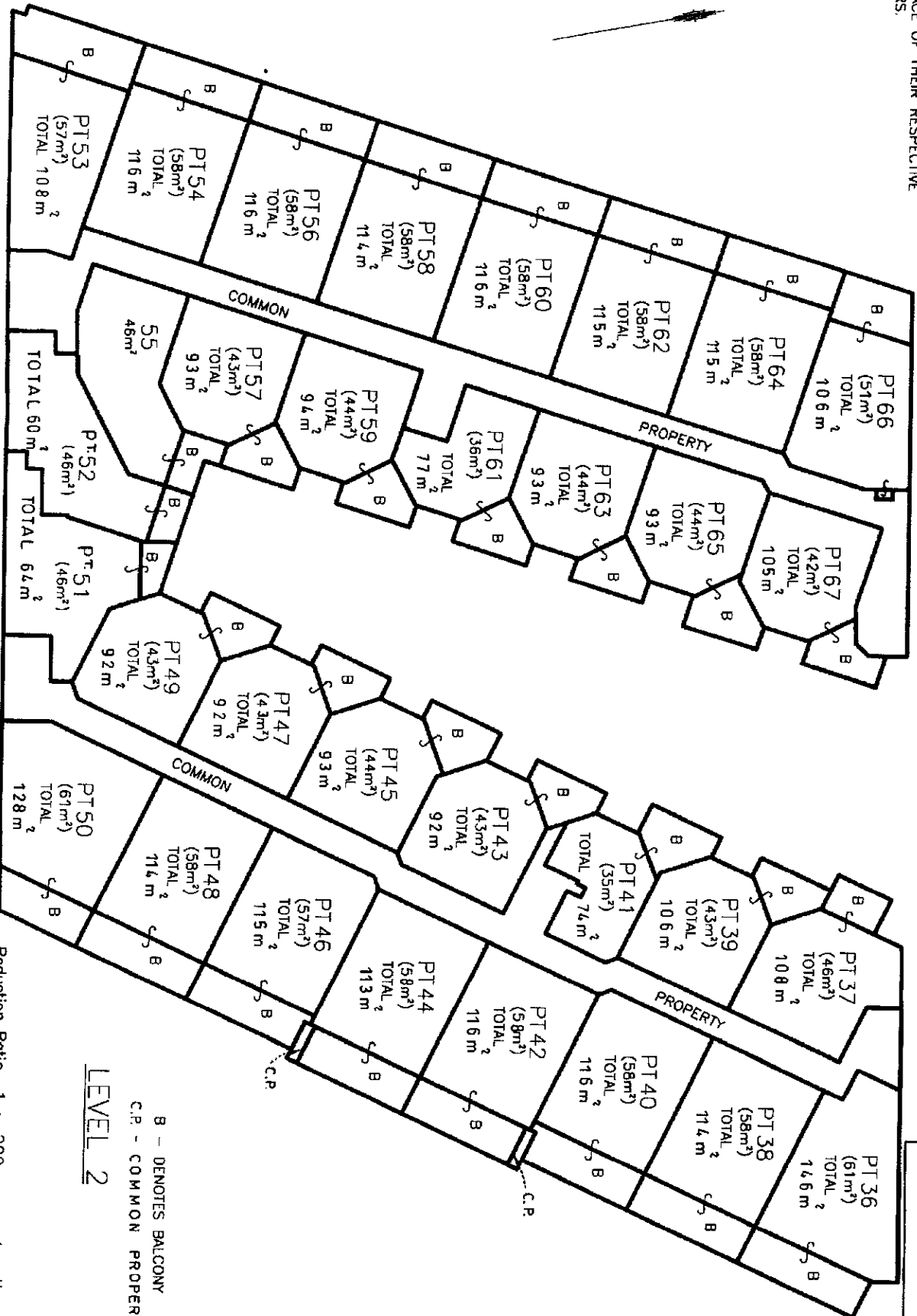
Registered Surveyor

M. S. Jackson

Authorised Person/Concave Manager/Planner/Engineer

SURVEYOR'S REFERENCE : 970607

THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



SP64946

Reduction Ratio 1 : 200

Lengths are in metres

LEVEL 2

B - DENOTES BALCONY
 C.P. - COMMON PROPERTY

Registered Surveyor

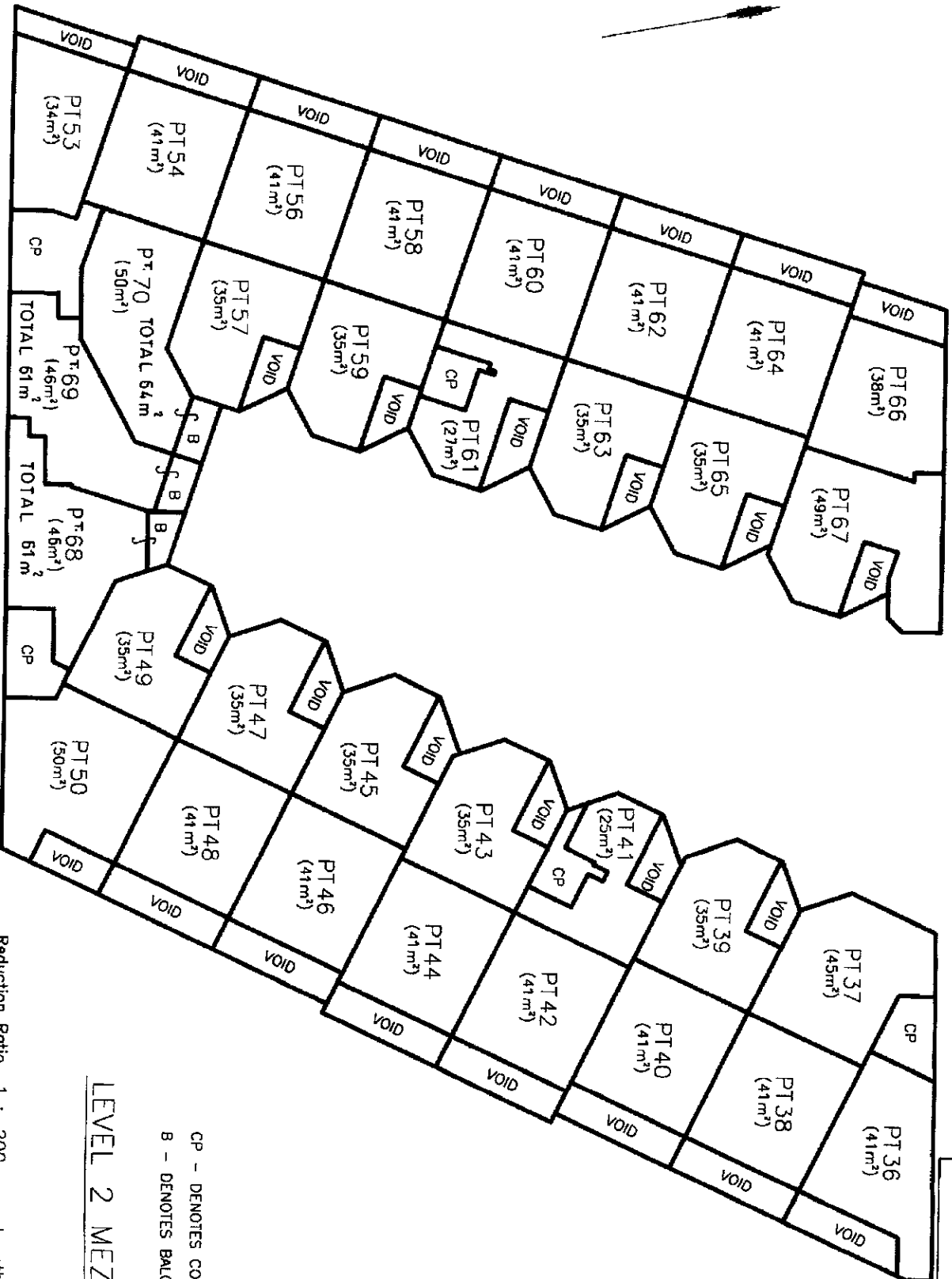
M.S. Andrew

Authorised Person/General Manager/Secretary/Committee

SURVEYOR'S REFERENCE : 970607

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THE STRATUM OF THE BALCONIES WHERE NOT COVERED IS LIMITED TO 2.3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.



SP64946

LEVEL 2 MEZZANINE

CP - DENOTES COMMON PROPERTY
 B - DENOTES BALCONY

Reduction Ratio 1 : 200

Lengths are in metres

Registered Surveyor

M. S. Andrew

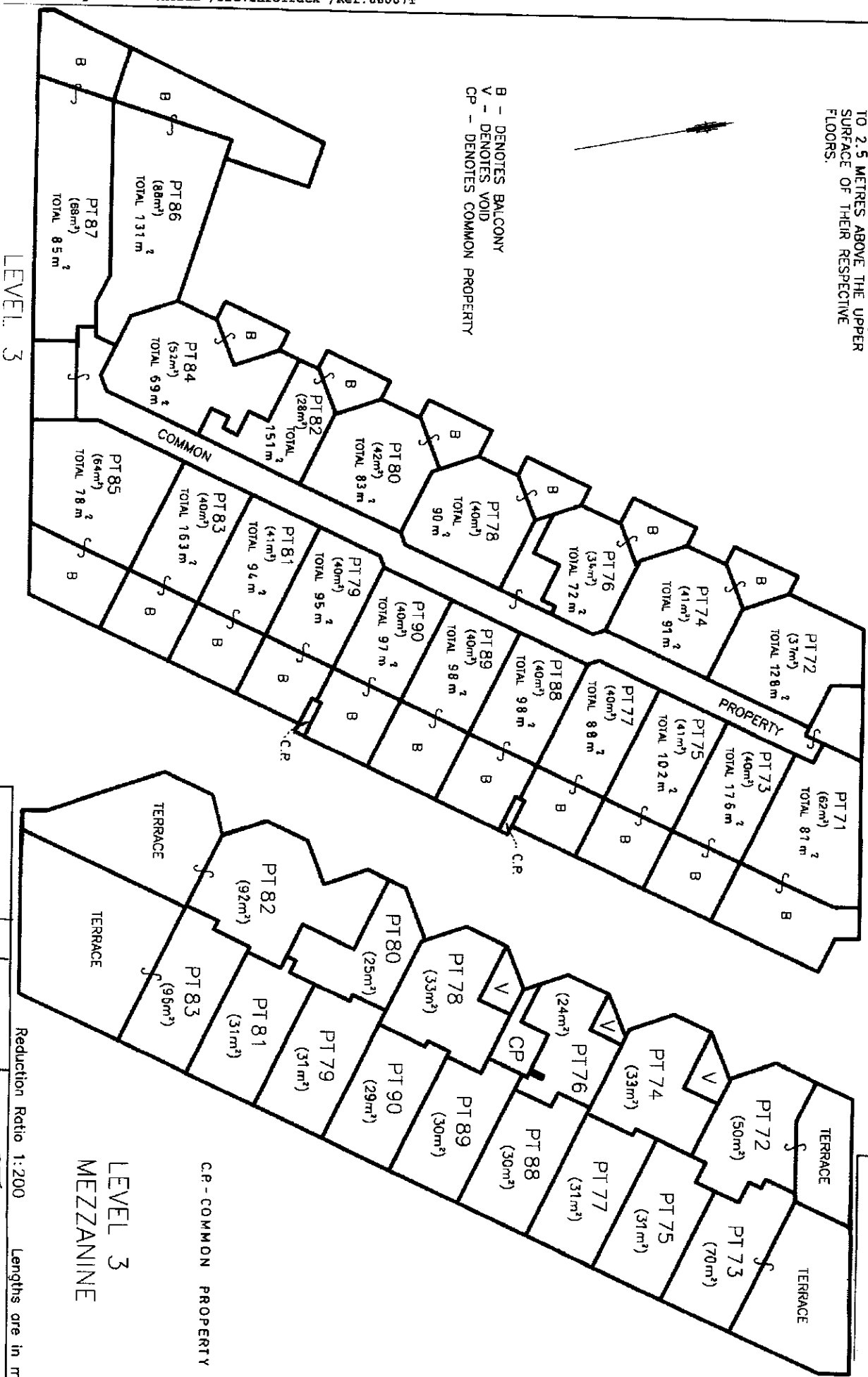
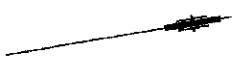
Authorised Person / Licensed Manager / Assessor / Controller

SURVEYOR'S REFERENCE : 970607

\\ACQUA\IA_MUR\970607_KALISTRA_DEF\WHY\00-11-06\A-118.DWG

THE STRATUM OF THE BALCONIES & TERRACES WHERE NOT COVERED IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

B - DENOTES BALCONY
 V - DENOTES VOID
 CP - DENOTES COMMON PROPERTY



LEVEL 3

LEVEL 3
 MEZZANINE

CP - COMMON PROPERTY

Reduction Ratio 1:200

Lengths are in metres

M. S. ...
 Registered Surveyor

Authorised Person/General Manager/Secretary/Committee Member

SURVEYOR'S REFERENCE : 990607

X:\ACAD\DATA\MUR\970807_KALISTA_DEE-WHY\00-11-06\VA-116.DWG



No. **L344662**
 69 FEB 25 AM 11 52 69 FEB 25 AM 11:54

NEW SOUTH WALES
 \$=175
 STAMP DUTY

①
 R.P. 13a
 Fess: -
 Lodgment
 Endorsement

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

16.08
 27/8/69

I, AMPOL PETROLEUM LIMITED of ~~Mansfield Street, Balmain~~
 a duly incorporated Company having its registered office at
 84 Pacific Highway, North Sydney

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

If less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of TWENTY FIVE THOUSAND DOLLARS

(\$25,000.00) (the receipt whereof is hereby acknowledged) paid to it by HERO'S DRIVE-INS PTY. LIMITED

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

HERO'S DRIVE-INS PTY. LIMITED A COMPANY DULY INCORPORATED
AND HAVING ITS REGISTERED OFFICE AT SUITE 201 ALDERSON BUILDING,
PACIFIC HIGHWAY, CROWS NEST
 (herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 3") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 7").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	5101	96	Being the residue of the land comprised in Certificate of Title Volume 5101 Folio 96 after Notice of Resumption No. F135697

006994

L 344 662

And the transferee covenant(s) with the transferor^d

RESERVING from the land hereby transferred as appurtenant to the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and to every part thereof (which land is hereinafter called "the Dominant Tenement") over the land shown as "proposed right of way (variable width)" in Deposited Plan No.532153 being part of the land comprised in Certificate of Title Volume 5101 Folio 96 FULL AND FREE RIGHT AND LIBERTY for the Transferor and for every other person who is at any time entitled to an estate or interest in possession in the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and for every person authorised by the Transferor or by such other person, to go pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

AND the Transferee COVENANTS with the Transferor that no building or other structure of any description or any part of any such building or structure or any obstruction whatsoever shall at any time hereafter be erected or placed upon or be over that part of the land hereby transferred shown as "proposed right of way (variable width)" in Deposited Plan No.532153 AND for the purpose of Section 88 of the Conveyancing Act, 1919 (as amended) it is hereby agreed and declared that -

The land to which the benefit of this restriction is appurtenant is the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and any part thereof.

The land which is subject to the burden of this restriction is that part of the land hereby transferred shown as "proposed right of way (variable width)" in Deposited Plan No.532153 and any part thereof being part of the land comprised in Certificate of Title Volume 5101 Folio 96.

This restriction may be released varied or modified by Ampol Petroleum Limited.

AND the Transferee FURTHER COVENANTS with the Transferor as follows -

1. That no petrol service station or motor garage shall be erected on the land hereby transferred or on any part thereof.
2. That the land hereby transferred or any part thereof will not be used for the purpose in any way connected with the carrying on thereon of a business of a petrol service station or of a motor garage or of the sale of motor fuels oils or other petroleum products.
3. That no building or other structure of any description or any part of such building or structure shall at any time hereafter be erected or placed upon or be over the land hereby transferred within a distance of fifteen (15) feet from the alignment of Pittwater Road.
4. That no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the Transferor without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every fence for the time being erected provided however that this covenant (so far only as it concerns fencing) shall be binding on the Transferee only during the ownership of the said adjoining land by the Transferor.

AND for the purpose of Section 88 of the Conveyancing Act 1919 (as amended) it is hereby agreed and declared that -

The land to which the benefit of these restrictions is appurtenant is the land comprised in Certificates of Title Volume 3113 Folio 235, Volume 2732 Folio 119, Volume 4356 Folio 15 and Volume 4356 Folio 26 and any part thereof.

The land which is subject to the burden of these restrictions is the land hereby transferred.

These restrictions may be released varied or modified by Ampol Petroleum Limited.

ENCUMBRANCES, &c., REFERRED TO.

1. Reservations and conditions contained in the original Crown Grant including reservation of all ~~MINES~~ of gold and of silver.
2. Right of Drainage reserved by Transfer No. A617810.
3. Subject to the provisions of Section 604 of the Local Government Act 1919 (as amended).

^d Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made: or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

^e A very short note will suffice.

K 1165-2 52:437-1

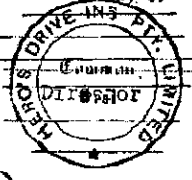
If the Transferor or Transferor signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if the instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 106 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
* Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
* To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

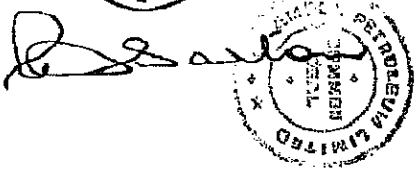
Signed at North Sydney the thirteenth day of February 1969.

Signed in my presence by the transferor
THE COMMON SEAL of AMPOL
WHO IS PERSONALLY KNOWN TO ME
PETROLBUM LIMITED was hereunto
duly affixed by the authority of
the Board of Directors in the
presence of:

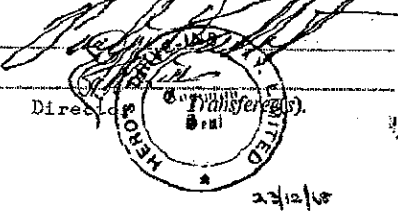
[Signature]
General Secretary



Transferor's Director



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



THE COMMON SEAL of HERO'S
DRIVE-INS PTY. LIMITED was
hereunto affixed by authority
of the Board of Directors in the
presence of:

[Signature]
Secretary

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer:

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
R 1145—2 E. 497—2

L344662

No. _____

Lodged by

Address

Phone No.

M. ALLEN & CO.
 LEGAL ARCHERS
 77 KING ST., SYDNEY
 PHONE 29-3787

PARTIAL DISCHARGE OF MORTGAGE

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1. _____	Received Docs.
2. _____	
3. _____	Nos.
4. _____	
5. _____	Receiving Clerk
6. _____	
7. _____	

ES FOR DEPARTMENTAL USE

Indexed	MEMORANDUM OF TRANSFER <i>Int. creating Right of Way & Covenant</i>
Checked by	Particulars entered in Register Book <i>23rd April 1969</i>
Passed (in S.D.B.) by	<i>12 O'Clock</i>
Signed by	<i>Jambati</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	

EXTRA FEES
[Handwritten notes and signatures]

Form: 97-11R
Licence: MID/0759/97

REQUEST
New South Wales
Real Property Act 1900

7431852N



(A) **STAMP DUTY**
If applicable:

Office of State Revenue use only

(B) **TITLE**

Folio Identifier
11/1015244

(C) **REGISTERED DEALING**
If applicable:

(D) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	Dealing Code
927N	WOOD MARSHALL WILLIAMS, Solicitors Level 2 696 Pittwater Road, Brookvale, 2100 DX 626 SYDNEY Tel: (02)9938 2444 Reference (15 character max):	R

(E) **APPLICANT**

WARRINGAH COUNCIL
of 725 Pittwater Road, Dee Why, 2099, NSW

REGISTERED PROPRIETOR:
CHANTAL HOLDINGS PTY LTD - ACN 070 009 380
of 2035 Pittwater Road, Bayview NSW 2104

(F) **REQUEST**

POSITIVE COVENANT:

PURSUANT TO SECTION 88E (3) CONVEYANCING ACT 1919 REAL PROPERTY ACT 1900

Warringah Council of 725 Pittwater Road, Dee Why in the State of New South Wales a prescribed authority within the meaning of S88E(1) of the Conveyancing Act 1919, hereby imposes on the land above and in accordance with the terms in Annexure "A" hereto the Positive Covenant, and applies to have such covenant recorded in the Register.

PC

WARRINGAH COUNCIL

Authorised Person

NO2
26/2/2001

R-form
O.K.

Page 1 of 3
NOCT — Unregistered SP64946

Nth.
SD4

ANNEXURE "A"

TERMS OF POSITIVE COVENANT

This is Annexure "A" to the Positive Covenant imposed by Warringah Council on the land comprised in Folio Identifier 11/1015244.

The Registered Proprietor covenants with the Warringah Council ("Council") that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

- I. The Registered Proprietor will
 - i) Keep the structure and works clean and free from silt, rubbish and debris;
 - ii) Maintain and repair at the sole expense of the registered proprietor the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants and agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent Section 88F (2)(a) of the Act is hereby agreed to be amended accordingly.
- IV. Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i) In the event that the registered proprietor fails to comply with the terms of written notice issued by the Council as set out above the Council or its authorised agent may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.
 - ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub paragraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs reasonably estimated by the Council for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

FOR THE PURPOSE OF THIS COVENANT:

Structure and Works shall mean the on-site storm water detention system constructed on the land as detailed on the plans approved by Warringah Council numbers C02D and C03B, including all gutters, pipes, drains, walls curbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

(G) Certified correct for the purposes of the Real Property Act 1900. DATE 16/02/01

Signed in my presence by the Applicant who is personally known to me

John Morgan
Signature of Witness
John Morgan
Name of Witness (Block Letters)
L7, 16 O'Connell St Sydney
Address of Witness

WARRINGAH COUNCIL
Robert Barisuto
Authorised Person
WARRINGAH COUNCIL Authorised Person
ROBERT BARISUTO
Print Name of Authorised Person

The Registered Proprietor hereby consents:

Brett Sandross
BRETT SANDROSS
DIRECTOR
CHANTAL HOLDINGS P/L



Witnessed by:
Belinda Palmer
Belinda Palmer

ING BANK N.V. ARBN 080 178 198
by its attorneys
[Signature]
under Power of Attorney dated 2nd April
1998 registered Book 4197 No. 891 who
certify that at the time of the execution by
them of this instrument that they have no
notice of the revocation of the said Power
of Attorney
ROYAL LESLIE MOORE
MARK MULLINGTON

Lodger Details

Lodger Code 504011J
Name J S MUELLER & CO
Address 240 PRINCES HWY
ARNCLIFFE 2205
Lodger Box 1W
Email JEFFREYMUELLER@MUELLERS.COM.AU
Reference JSM:39749

Land Registry Document Identification

AS150745

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Land Title Reference	Part Land Affected?	Land Description
CP/SP64946	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP64946
Other legal entity

Meeting Date

16/02/2022

Amended by-law No.

Details Not applicable

Added by-law No.

Details By-Law 16 and Special By-Law No. 12

Repealed by-law No.

Details By-Law 16

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

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

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

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

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

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP64946

Signer Name JEFFREY STEVEN MUELLER

Signer Organisation PARTNERS OF J S MUELLER & CO

Signer Role PRACTITIONER CERTIFIER

Execution Date 23/05/2022

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

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Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE**

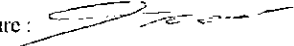
For the common property CP/SP 64946

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- (C) The Owner-Strata Plan No. 64946 certify that a special resolution was passed on 16/2/2022
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -
- (E) Repealed by-law No. By-Law 16
 Added by-law No. By-Law 16 and Special By-Law No. 12
 Amended by-law No. Not applicable
 as fully set out below:
 See Annexure "A" hereto

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 64946 was affixed on 18 May 2022 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: **ROBERT FOTHERGILL**

Authority: **Strata Manager**

Signature:

Name:

Authority:



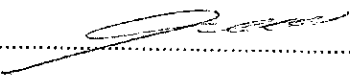


JS MUELLER & CO
LAWYERS

STRATA PLAN NO. 64946
CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

The seal of The Owners - Strata Plan No. 64946 was affixed on 10 May 2022
in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act
2015 to attest the affixing of the seal:

Signature: 

Name(s): ROBERT FOTHERGILL

Authority: Strata Manager



ANNEXURE A

STRATA SCHEME 64946

1 Noise

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

2 Vehicles

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

3 Obstruction of Common Property

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

4 Damage to Lawns and Plants on Common Property

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

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

5 Damage to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or

- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of Owners and Occupiers

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

7 Children Playing on Common Property in Building

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

8 Behaviour of Invitees

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

9 Depositing Rubbish and Other Material on Common Property

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

10 Drying of Laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11 Cleaning Windows and Doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless the owners corporation resolves that it will keep the glass or specified part of the glass clean.

12 Storage of Inflammable Liquids and Other Substances and Materials

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

13 Moving Furniture and Other Objects on or through Common Property

An owner or occupier of a lot must not move any furniture or large objects through or on the common property unless:

- (a) they agree on a time with the site manager or secretary of the owners corporation 48 hours before they move the furniture or objects and they keep to that time;
- (b) there is not a prior booking with the site manager or secretary of the owners corporation for moving at about the same time;
- (c) they use only the loading dock and the lift (fitted with protective wall blankets) to transport furniture and large objects to their floor;
- (d) they first comply with the usual requirements at the time of the owners corporation. These may include, without limitation:
 - the signing of an agreement required by the owners corporation which amongst other things indemnifies against damage caused in moving;
 - the payment of a bond as security for the making good any damage; and
 - the use of reputable insured removalists.
- (e) they place protective sheeting on common area carpets and floors (and walls where walls are at risk) before crossing or passing those areas;
- (f) they fully and promptly comply with the directions of the site manager or the secretary of the owners corporation in using the lift, and in all other respects comply with the directions of the site manager or the secretary of the owners corporation relating to the moving of the furniture and large objects.

14 Floor Coverings (repealed and replaced 25 May 2021)

1. An owner of a lot in the strata scheme 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. Clause (3) and clause (4)(e) of this by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or to any lot the whole of the floor space of which is superimposed over a utility lot or other non-habitable space.
3. Without limiting the requirements of this by-law, if an owner of a lot wishes to install a floor finish other than carpet over heavy duty underlay within that lot, the owner must ensure that the acoustic performance standard measured in situ for any such floor finish (including insulation) achieves a minimum three star rating in accordance with the Association of Australian Acoustical Consultants Guideline for Apartment and Townhouse acoustic Rating as at September 2010.
4. Except where an owner is replacing a floor finish with carpet laid over heavy duty underlay, an owner must obtain the consent of the owners corporation before changing or altering the floor finish within a Lot. Before obtaining the consent of the owners corporation, an owner of a lot must give written notice of proposed flooring works to the owners corporation, including the following-
 - a. details of the work, including copies of any plans,
 - b. duration and times of the work,
 - c. details of the persons carrying out the work, including qualifications to carry out the work,
 - d. arrangements to manage any resulting rubbish or debris,
 - e. a report from a qualified acoustic engineer that analyses the proposed floor finish, method of installation and the effect on sound transmission including impact and airborne noise following installation. The report must state that the proposed floor finish after installation in the lot is not likely to breach clause (1) and will comply with clause (3).
5. The owners corporation (by its strata committee) must deal promptly with a request for consent under this by-law and must not unreasonably refuse such request, providing that a report satisfying the requirements set out in clause (5) of this by-law has been provided to the strata committee.
6. An owner who carries out flooring works pursuant to this by-law must ensure that:
 - a. any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - b. the flooring works and any repairs are carried out in a competent and proper manner.

7. Following the installation in a lot of a floor finish other than carpet, if there is any complaint about noise transmission through or from the floor of that lot (whether vertically or horizontally), the owners corporation may require, and if it does so the owner of the lot must provide the owners corporation with, a certificate from a qualified acoustic engineer acceptable to the owners corporation. The certificate must state that the qualified acoustic engineer has tested the floor finish as installed to ensure that the installation and resulting sound transmission meet the parameters set out in this by-law including those in the report required under clause (5).
8. If the certificate required by the owners corporation under clause (4)(e) of this by-law is not provided to the owners corporation within three months of the owners corporation requesting it from the owner of the lot in which the floor finish other than carpet is installed or the report is provided and discloses that the results of the tests conducted by the acoustic engineer demonstrate that the installed flooring does not comply with clause (3) of this by-law, the owners corporation has the right to require the new floor finish to be replaced by, or covered with, carpet laid over heavy duty underlay at the cost of the owner of that lot.
9. The owners corporation is not entitled to require the new floor finish to be replaced with carpet if the failure of the owner of the lot, in which the floor finish other than carpet is installed, to supply the acoustic engineer's certificate is due in whole or in part to the inability of the acoustic engineer to gain access to the lot or lots below or adjacent to the lot in which the new floor finish is laid for the purpose of conducting acoustic testing.
10. An owner who is served with a notice from the owners corporation pursuant to clause (7) of this by-law requiring the owner to cover the floor of the owner's lot with carpet laid over heavy duty underlay must comply with that notice within three months of service of that notice on the owner by the owners corporation.
11. For the avoidance of doubt:
 - a. The owners corporation has delegated to its strata committee pursuant to section 110 of the *Strata Schemes Management Act 2015* to consent to applications from owners to flooring works to install flooring other than carpet; and
 - b. references in this by-law to any action by or in respect of the owners corporation include any such action by or in respect of the strata committee of the owners corporation and a notice given under this by-law may be given by the strata managing agent pursuant to a resolution of the strata committee.

15 Garbage Disposal

- (1) An owner or occupier of a lot:
 - (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 from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - (c) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of Animals

1. Subject to 139 (5) of the Strata Schemes Management Act 2015, an owner or occupier of a lot must not, without the prior written approval of the Owners Corporation, keep any animal (except one small, caged bird or, fish kept in a secure aquarium) on the lot that they occupy or any other location on the parcel of Strata Plan No. 64946.
2. Owners or occupiers may make an application to the Owners Corporation for the approval of the keeping of an animal. A separate application must be made by owners or occupiers for each animal proposed to be kept.
3. The Application referred to in clause 2 of this by-law must be made in writing to the Owners Corporation and must contain the following:
 - (a) a detailed description of the animal proposed to be kept (including details of the breed, sex and size (height and weight) of the animal); Also, if desexed, written proof of this.
 - (b) a photograph of the animal (if not yet owned, a photograph of what is intended.);
 - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat);
 - (d) A copy of microchip number for dogs and cats
 - (e) certificate(s) of vaccinations (if applicable).
4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the Owners Corporation at either a general meeting of the Owners Corporation or at a strata committee meeting within 14 days of the date of the application. Any application must be made by the intended or actual lot resident and if it is not the lot owner, a written agreement from the lot owner must be included with the application.
5. An occupier under a residential tenancy agreement who wishes to keep an animal as specified in clause 3 must comply with the application process before bringing the animal onto the lot or keeping the animal in the lot (if approved), and must also provide written approval from the real estate agency and/or the owner of the lot with the application.
6. Any approval given by the Owners Corporation under this by-law may contain any reasonable conditions approved by the Owners Corporation at the time that the consent is given, in addition to the conditions in clause 9 of this by-law.
7. The Owners Corporation must not unreasonably prohibit the keeping of an animal. Should the Owners Corporation refuse to give approval under this by-law, the Owners Corporation must give written reasons to the owner or occupier for such refusal.
8. In keeping fish or caged bird(s) in a secure aquarium or cage, or any other animal approved by the Owners Corporation, an owner or occupier of a lot shall:
 - (a) keep the animal within the boundaries of their lot;
 - (b) ensure that when the animal is taken across common property that it is kept secured and must be either leashed, caged, carried and/or firmly secured.
 - (c) supervise the animal in accordance with any applicable law, regulation or order including but not limited to any by-laws in force for the scheme;
 - (d) otherwise, be responsible for the animal when it is within the boundaries of their lot, the lot of another owner or occupier;

- (e) comply with any direction so for guidelines as may be published by the strata committee from time to time; and
 - (f) do all acts and things necessary to:
 - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of any other lot or of any person lawfully using the common property; and
 - ii. clean any areas of a lot or common property that are soiled by the animal, and this must be rectified promptly.
 - (g) Otherwise remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the Owners Corporation against any costs or losses incurred by the Owners Corporation arising out of, or in connection with, the keeping of the animal including any damage to any person, lot or common property and any costs of high-pressure cleaning. This includes any damage to plumbing due to incorrect disposal of animal waste and items (e.g. kitty litter) the occupier or Owner is 100% responsible for immediate payment of all costs associated with rectification of said damages.
9. If an owner or occupier does not comply with any obligation under this by-law, then the Owners Corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
 10. If any approval to keep an animal is revoked or terminated by the Owners Corporation then the owner and/or occupier shall remove the animal from the scheme within 14 days from the date that a written notice is given to the owner or occupier by the Owners Corporation.
 11. An owner or occupier must not allow any visitor to bring any animal that does not comply with the size and type of animal approved onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability under the Disability Discrimination Act 1992 and the visitor needs the dog or other animal because of a visual, a hearing or other disability.
 12. Animal waste must be fully enclosed in "health safe" sealed package before placing in the garbage room containers. Waste must not be allowed to spill off any balconies. If the Owners Corporation need to bring in a pest control company to deal with a related problem, the pet owner, or lot owner, if offender cannot be located, will be responsible for the cost.
 13. Animal waste and related items must not be flushed in the property sewage system. Costs relating to this offence will be the animal owner's or lot owner's responsibility.
 14. When an animal owner moves from Strata Plan No. 64946, the occupier and the owner of the lot are jointly responsible to ensure that the lot is properly cleaned and deodorised.

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.

18 Change in Use of Lot to be Notified

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

19 Preservation of Fire Safety

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

20 Prevention of Hazards

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

21 Provision of Amenities or Services

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

- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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

22 Control on Hours of Operation and Use of Facilities

- (1) The owners corporation may, by special resolution, make a determination if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

23 Curtains

An owner or occupier of a lot must not hang curtains, blinds or louvres visible from outside the lot unless those curtains, blinds or louvres have a white backing.

24 Pergolas, Pergola Coverings and Sun Awnings

The respective owner or owners from time to time of lots 72, 73, 82, 83, 86 and 87 will be entitled to construct or extend pergolas, pergola coverings, sun awnings to a height not exceeding 3 metres or to retain any existing such items provided that high-quality materials and workmanship are utilized in such construction or extensions. Such entitlement shall extend to the waterproofing or enclosure thereof. Any such owner shall maintain such construction or extension in a good and serviceable state of repair.

25 Spas

The owners from time to time of lots 73, 82, 83 and 86 shall be entitled to construct a balcony spa to each such lot together with any apparatus reasonably necessary for the functioning of such spa or to retain any existing such items provided that such spa and associated apparatus shall be of high quality. Any such owner shall maintain such balcony spa in a good and serviceable state of repair.

26 Signage

The owner or occupier of a lot (with the exception of lots 91, 92, 93, 94, 95, 96 and 97) must not permit any real estate or other advertising signage to be displayed on any balcony or internal window so as to be visible from outside the building.

27 Pipes, Cabling and Electricals

The owner or occupier from time to time of lots 91, 92, 93, 94, 95, 96 and 97 may install in, upon or through the common property, any pipes, cabling and electric otherwise or any other device which may be reasonably necessary to the functioning of the shop or other commercial venture to which such said lot is used from time to time provided that such installation is effected in a safe and professional manner in keeping with the general appearance of the rest of the building.

28 Balconies and Sun Louvres

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot or on the balcony or sun louvre of such lot any vegetation or any other item with the exception of barbeques and outdoor furniture so as to be visible from outside the building. Any such barbeque or outdoor furniture shall be maintained in a good state of repair and placed neatly within the lot.
- (2) The owner or occupier of a lot shall be entitled to maintain within the lot any small pot plant provided that such plant shall be a size and type in keeping with the general appearance and integrity of the building and shall not be hung from any sun louvers, beam or other device.

29 Exclusive Use of the Grease Trap

- (1) Subject to the terms and conditions of this by-law the owners of Lots 91, 92, 93, 94, 95, 96 and 97 have:
 - (a) exclusive use of the Grease Trap; and
 - (b) a special privilege to connect to and use the Grease Trap.
- (2) The owners who connect to and use the Grease Trap must jointly:
 - (a) properly maintain and repair the Grease Trap (but not structural maintenance, repairs or replacements);
 - (b) arrange and pay for regular pump out of the Grease Trap;
 - (c) give the owners corporation access to the Grease Trap so that the owners corporation may comply with its obligations under the by-laws and the Act;
 - (d) repair damage to common property caused by exercising rights under this by-law;
 - (e) comply with the requirements of Government Agencies for the Grease Trap;
 - (f) effect adequate public liability insurance for the Grease Trap as reasonably required by the owners corporation; and
 - (g) indemnify the owners corporation against all claims and liability caused by exercising rights under this by-law or using the Grease Trap.
- (3) The owners who connect to and use the Grease Trap must pay their costs under this by-law in shares proportional to the unit entitlement of their lots.
- (4) The owners who connect to and use the grease trap must make such structural repairs to and replacement of the Grease Trap as may be required from time to time at their expense in shares proportioned to the unit entitlement of their lot.

30 Air-Conditioning

- (a) The owners or occupiers from time to time of lots 91, 92, 93, 94, 95, 96 and 97 shall be permitted to install and maintain in good repair an air conditioning condenser in the area of the carspace applicable to such lot for the purpose of air-conditioning the lot. Such owner or occupier shall be permitted where reasonably necessary, for the purpose of installing and maintaining such air-conditioning facility, to drill or otherwise penetrate the common wall between the unit and carspace provided such works are carried out in a proper and workmanlike manner without damage to the structural integrity of the common wall, and completed in a neat and professional visual appearance in keeping with the standard of the building. Any air conditioning unit so installed must be adequately soundproofed and quiet in operation.
- (b) (i) The owners or occupiers of a unit other than referred to in sub-clause (a) preceding shall be entitled to install and maintain an air condenser for the purpose of air conditioning the lot provided that such air condenser shall be located on the southern side of the balcony of such unit 150mm from the window and fitted with a metal mesh cover to applicable Australian Design specifications, galvanized and powdercoated in the same colour as the balcony dividing wall above the position of the condenser.
- (ii) Any owner installing or maintaining air conditioning unit installed as contemplated by sub-clause (i) above:
- (A) Must only use an inverter type air conditioning unit which is adequately soundproofed and quiet in operation.
- (B) May drill or otherwise penetrate the threshold of the balcony so as to permit pipes to enter the unit provided such piping is carried out in a proper and workmanlike manner without damage to the structural integrity of the common wall adequately waterproofed, and completed in a neat and professional visual appearance in keeping with the standard of the building.
- (C) May drain water into downpipes and if reasonably necessary, drill or otherwise penetrate any balcony wall so as to access the downpipe of an adjoining unit balcony provided such works are carried out in the manner described in sub-paragraph (B) preceding.

31 Access for Fire Hose Reel

The owner or occupier of lot 86 shall not prevent access to the fire hose reel located within the carspace of lot 86.

32 Access to Switchroom

The owner or occupier from time to time of lot 32 shall not enclose or otherwise prohibit access to and from the switchroom located adjacent to the carspace to lot 32.

33 Moving Furniture and Goods

An owner or occupier must not move any furniture or large objects through or on the common property unless:

- (a) they agree on a time with the site manager or the secretary of the owners corporation 48 hours before they move the furniture or objects and they keep to that time;
- (b) there is not a prior booking with the site manager or the secretary of the owners corporation for moving at about the same time;
- (c) they use only the lift (fitted with protective wall blankets) to transport furniture and large objects to their floor;
- (d) they first comply with the usual requirements at the time of the owners corporation. These may include, without limitation:
 - the signing of an agreement required by the owners corporation which amongst other things indemnifies against damage caused in moving;
 - the payment of a bond as security for the cost of making good any damage; and
 - the use of reputable insured removalists.
- (e) they place protective sheeting on common area carpets and floors (and walls where walls are at risk) before crossing or passing those areas;
- (f) they fully and promptly comply with the directions of the secretary of the owners corporation in using the lift, and in all other respects comply with the directions of the secretary of the owners corporation relating to the moving of the furniture and large objects.

34 Retail Lots

Despite any order by law the proprietor or proprietors for the time being of lots 91, 92, 93, 94, 95, 96 and 97 ("the Retail Lots") and persons authorized by them are entitled to the special privilege to use those lots for such commercial and retail purposes as may be permitted pursuant to any relevant Local Government approval or permission or other lawfully permitted purpose and for those purposes of that use of the special privilege to:

- (a) fit out the lots and make such minor alterations to the common property walls, floors and ceilings enclosing the lots as are reasonably necessary;
- (b) the right to connect equipment and service lines, pipes, cables and ducts to existing common property services (including grease trap and exhaust fans) for all purposes reasonably necessary to that use;
- (c) the right to receive deliveries of stock and equipment during the hours nominated from time to time by the owners corporation via the loading dock and other common property specified from time to time by the owners corporation;
- (d) the right to use the lot for such commercial or retail purposes during such hours as are permitted by the terms of any relevant Local Government or other approval;
- (e) the right to display any reasonable advertising material or window signage or awning signage maintained by such lot;

- (f) the right to maintain external displays and seating to the extent permitted by the terms of any relevant Local Government or other approval;
- (g) the right to change with approval of the owners corporation the appearance or fit-out of any shop front.

On and subject to the following conditions:

- (i) each proprietor remains responsible for the maintenance and keeping in a state of good and serviceable repair any common property affected by the rights of that proprietor conferred by this by-law;
- (ii) each proprietor obtains all necessary development and other approvals from the Council or from any Government Agencies to the fitting out of the lot and the use of the lot and must also comply with the requirements of the owners corporation in this regard provided that the owners corporation may not preclude any fit-out for a lot where the utilization of common property during the course of such fitout is reasonably necessary to completion of such fitout;
- (iii) any works or connections permitted in this by-law must be carried out in such a way as to minimise disruption to any proprietor or occupier of another lot and not cause disruption of any service to a proprietor or occupier of another lot;
- (iv) each proprietor must comply with the Act and the by-laws;
- (v) each proprietor indemnifies the owners corporation from and against claims, demands and liabilities of any kind which may arise in respect of any damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law or exercise of the special privileges conferred by it.

35 Additional By-Laws for Retail Lots

Lots 91, 92, 93, 94, 95, 96 and 97 will be subject to the following additional by-laws:

- (1) Each owner or occupier of Lots 91, 92, 93, 94, 95, 96 and 97 shall keep their lot (including all common property windows abutting their lot) clean and in good repair as to give the appearance of an attractive retail area.
- (2) An occupier of lots 91, 92, 93, 94, 95, 96 and 97 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).

36 Reimbursement to the Owners Corporation

- (1) Where in the reasonable opinion of the owners corporation the use of any lot or lots subjects the owners corporation to expenditure or a degree of expenditure which is not common to all other lots and substantially in accordance with their respective unit entitlements, the owners corporation may give written notice to the owner or owners of such lots giving particulars of the amount by which the expenditure of that lot or those lots exceeds the expenditure referable to all other lots having regard to their respective unit entitlements and may thereafter recover from the owner of the lot and lots concerned the amount of such excess.
- (2) The owners corporation may recover the excess referred to in sub-clause 36.1 from the owner or owners concerned as a debt.

37 Insurance Premiums

- (1) An owner or occupier of a lot must not without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.
- (2) Any consent given by the owners corporation under this by-law may be given on conditions which include, without limitation, an obligation for the owner or occupier of the lot to reimburse the owners corporation for any increase in premium for an insurance policy.

38 Agreement with the Site Manager

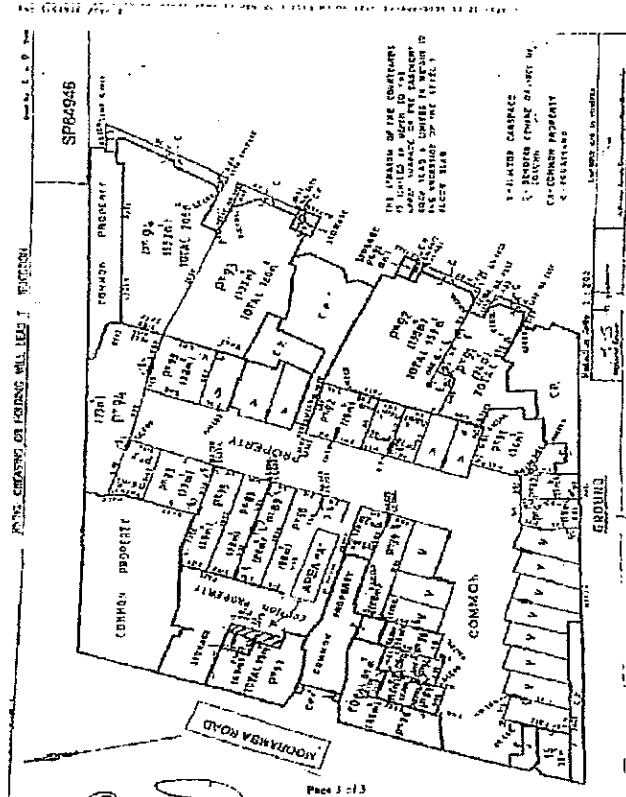
- (1) In addition to its powers under any relevant legislation, the owners corporation has the power to appoint and enter into an agreement with a manager for the building (the "Site Manager") to provide management and operational services for the building.
- (2) The term of the agreement may be up to 10 years.
- (3) The Site Manager's duties may include:
 - (a) caretaking, supervising and servicing common property;
 - (b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and the owners corporation's personal property;
 - (c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handyperson;
 - (d) providing a letting, property management and sales services;
 - (e) supervising owners corporation employees and contractors;
 - (f) supervising the building and surrounds generally; and
 - (g) doing anything else that the owners corporation agrees is necessary for the operation and management of the building.
- (4) The Site Manager must comply with the owners corporation's instructions about performing its duties.

39 Lot 97 Exclusive Use (AA334239W)

Notwithstanding any other by-law the owner for the time being of lot 97 ("the owner") is entitled to the exclusive use of the area ("area") indicated on the plan attached hereto and marked "A" subject to the following conditions:

- (a) The owner shall obtain all required approvals for the use of the area from Warringah Council and shall produce that approval to the owners corporation SP64946.
- (b) Any works to the area shall be first approved by the owners corporation who shall be entitled to impose such conditions as it deems appropriate including conditions relating to the reconfiguration of the essential services affecting the area.
- (c) The owner is responsible for maintaining and keeping the area in a state of good and serviceable repair.
- (d) If the rights granted by this by-law are surrendered or extinguished the owner shall be responsible for returning the area to the condition in which it was at the date of registration of Strata Plan 64946.
- (e) The owner hereby indemnifies the owners corporation in respect of any claim arising from the use of the area and shall at all times carry public liability insurance for the area of not less than \$10M.

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**40 Minor renovations by owners - delegation of functions
(repealed 25May 2021)**

Special By-Law 1 - Unit 303 Works (AG477418)

The owner of unit 303 must ensure that the works are undertaken:

- (a) In accordance with the Building Code of Australia and all relevant Australian Standards;
- (b) In a proper and skilful manner, using premium quality products;
- (c) In accordance with any requirements of the local Council; and
- (d) By a duly licensed contractor.

The works must include the installation of a premium quality waterproofing membrane and related flashings to the hob and adjacent walls.

The tiling must be done so as to secure proper and efficient drainage of water from the surface of the balcony floor and without limitations, must not obstruct the passage of water through any existing drains or spitter pipes.

An owner of the lot must keep in a state of good and serviceable repair any tiling, waterproofing membrane and flashings which serve his lot and which have been installed under licence constituted by this by-law, and must review or replace them when necessary.

Special By-Law 2- Electronic Delivery of Notices (AH61268)

A document or notice may be served by the owners corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-Law 3 - Unit 303 Works (A1100780)

The owner of unit 303 must ensure that the works are undertaken:

- (a) In accordance with the Building Code of Australia and all relevant Australian Standards;
- (b) In a proper and skilful manner, using premium quality products;
- (c) In accordance with any requirements of the local Council; and
- (d) By a duly licensed contractor.

The works must include the installation of a premium quality waterproofing membrane and related flashings to the hob and adjacent walls.

The tiling must be done so as to secure proper and efficient drainage of water from the surface of the balcony floor and without limitations, must not obstruct the passage of water through any existing drains or spitter pipes.

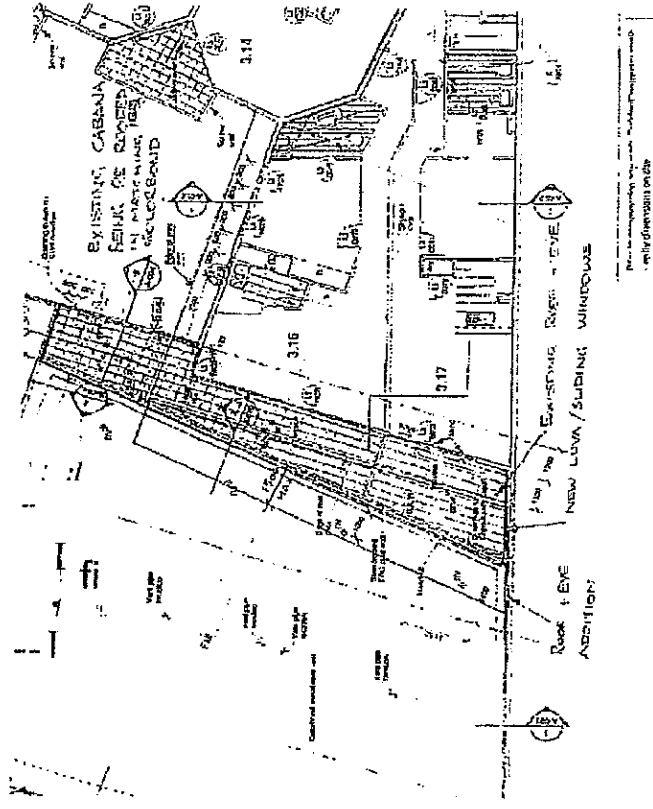
An owner of the lot must keep in a state of good and serviceable repair any tiling, waterproofing membrane and flashings which serve his lot and which have been installed under licence constituted by this by-law, and must review or replace them when necessary.

Special By-Law 4 - Lot 86 and 87 Works (AK96618L)

Conditions:

1. In this by-law:
 - 1.1 **"Works"** means building alterations to Lot 86 (Unit 316) and Lot 87 (Unit 317) by way of the addition of an extended roof and eave to match the existing and at 1500mm past the western balcony edge of the existing roof, in accordance with the plans and dimensions, which forms part of exhibit 1 to the notice of meeting. Further the building alterations to Lot 86 (Unit 316) and Lot 87 (Unit 317) shall include the addition of louvre/sliding windows to enclose the balconies that which will be placed on top of the existing masonry handrail of each, which forms part of exhibit 2 of the notice of meeting.
 - 1.2 **"Owner"** means the owners of Lot 86 (Unit 316) and Lot 87 (Unit 317) of the Strata Scheme.
 - 1.3 **"Owners Corporation"** means the owners corporation of strata scheme 64946.
 - 1.4 **"Strata Scheme"** means strata scheme 64946.
2. The owner shall be responsible for the works to be conducted on the individual lot that it is the registered proprietor.
3. The owner shall be responsible to maintain in a state of good and serviceable repair the alterations and additions undertaken pursuant to this by-law, and shall replace them or any part of them or any part of them whenever necessary.
4. Before the owner commences the works, the owner shall furnish to the owners corporation with the following:
 - 4.1 The approvals to be the works of any pertinent statutory authority.
 - 4.2 Any plans and specifications referred to in the approvals or approvals.
5. The owner shall keep the owners corporation indemnified against the following:
 - 5.1 Any claims made against or expenses incurred by the owners corporation and which would not have been made or incurred if the works had not been undertaken.
 - 5.2 Any increase in insurance premiums or excess payable by the owners corporation as a result of the works.

6. The works shall be conducted in a proper and tradesmen like manner and by duly licensed contractors.
7. The works may be undertaken between the hours of 8.00am and 5.00pm Monday to Friday (inclusive) excluding public holidays.
8. The works must be conducted in such a way as to cause minimum inconvenience and disturbance to the residents in the strata scheme.
9. All areas of common property used during the course of the works shall be kept by the owner in a clean and tidy state, and any damage done to common property shall be repaired by the owner.
10. The owner shall pay all costs, including legal costs incurred by the owners corporation in or about the making and registration of this by-law.



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Special By-Law 5- Smoking Restrictions (AP346438X)

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-Law 6 - Use of lots for short-term letting (passed 25 May 2021)

1. In this by-law, the following words and phrases have the following meaning:
 - a. "Act" means the *Strata Schemes Management Act 2015* (NSW) and the regulations.
 - b. "Code of Conduct" means the code of conduct published under the *Fair Trading Act 1987* (NSW) and the regulations.
 - c. "Short-Term Rental Accommodation Arrangement" means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by applicable regulations to be a short-term rental accommodation arrangement, but does not include any arrangement prescribed by applicable regulations not to be a short-term rental accommodation arrangement;

and any term used in this by-law that has a defined meaning under the Act has that same meaning for the purposes of this by-law and any reference to legislation or regulations includes a reference to any amending or replacing legislation and regulations.
2. An owner or occupier of a lot must not use their lot, or permit their lot to be used, for the purposes of a Short-Term Rental Accommodation Arrangement unless the lot is the principal place of residence of the owner or occupier.
3. An owner or occupier who allows their lot to be used for the purposes of a Short-Term Rental Accommodation Arrangement must:
 - a. comply with the *Fair Trading Act 1987 (NSW)*, any applicable regulations and the Code of Conduct;
 - b. provide evidence to the Owners Corporation that the lot is their principal place of residence;
 - c. provide to the Owners Corporation as evidence of their compliance with the Code of Conduct:
 - i. a notice that they are using their lot for the purpose of Short-Term Rental Accommodation Arrangement;

- ii. their contact details for contact between 9am to 5pm each day and emergency contact details outside of those hours. Contact detail must include a phone number
 - iii. a copy of the certificate of insurance for third party injuries and death on short-term rental accommodation premises;
 - iv. evidence that the owner or occupier (as hosts) and the lot (as the premises) are registered on the premises register for Short-Term Rental Accommodation Arrangements; and
 - v. any other item that the Owners Corporation reasonably requires.
 - d. take reasonable steps to address any concerns raised about potential contraventions of the Code of Conduct by the Owners Corporation in a timely manner;
 - e. ensure that any guest staying in the lot under a Short-Term Rental Accommodation Arrangement complies with the by-laws for the scheme and the Code of Conduct including by providing the guest a copy of the by-laws and the Code of Conduct;
 - f. repair damage to common property caused by their use of the lot for such a purpose, and
 - g. indemnify the Owners Corporation against all claims and liability arising out of these of their lot for such a purpose.
4. An owner or occupier who leases, sub-leases a lot or assigns such a lease or sub-lease under must give the Owners Corporation written notice of the lease or assignment in accordance with section 258 of the Act and must give a copy of that notice to the strata manager, and if there is no strata manager, to the Secretary.
5. An owner or occupier must not, except as permitted under the Act, permit the number of adults who sleep overnight in the lot to exceed two adults in each bedroom.
6. A bedroom in the lot must not contain more than two beds, excluding children's beds, cots or bassinets.
7. For the purposes of clause 5 a bedroom is a room approved for use as a bedroom or indicated as a bedroom in any plans the subject of a planning approval and does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry or balcony, courtyard, or terrace area (whether or not enclosed).
8. An owner or occupier must not, without the prior approval of the Owners Corporation, erect any wall or structure within the lot for the purpose of, or having the effect of, creating additional rooms within the lot.
9. This by-law is a fundamental term in any lease or licence granting rights of occupation to the lot, whether or not the lease or licence contains a clause having the same effect as this by-law.

10. If a lessee, licensee or other occupier of a lot commits a breach of this by-law, the owner must take immediate steps to terminate the lease or licence and the occupation of the lot thereunder.
11. The restrictions in this by-law are for the purpose of protecting the health, safety (including in particular compliance with fire safety regulations), welfare and quiet enjoyment of all Owners and Occupiers and to avoid disproportionate use of, and wear on, the common property, in particular, on corridors, lifts, stairs, stairwells and other access ways.
12. This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:
 - a. the *Environmental Planning & Assessment Act 1979* and regulations; or;
 - b. the *Fair Trading Act 1987* and regulations;
 - c. any conditions of any consent given by the Council of the Northern Beaches in connection with the development approval for the development of the site now constituted by the Strata Scheme;
 - d. the Act; and
 - e. generally at law.
13. For the avoidance of doubt, if a term of this by-law is invalid, void or unenforceable, all other provisions which are capable of separate enforcement without regard to an invalid, void or unenforceable provision are and will continue to be of full force and effect in accordance with their terms.

Special By-Law 7 - Inspection for common property (passed 25 May2021)

1. For the purpose of management, administration, control, use or enjoyment of the common property, upon the change of occupation of a lot, the owner of the lot must within 14 days of the change of occupation, provide to the Owners Corporation a report of the condition of the common property adjacent to their lot.
2. Occupation includes where a lot is leased, sub-let, assigned or in accordance with a Short-Term Rental Accommodation Agreement.
3. A report of the condition of the common property adjacent to an owners lot must be written and include consideration of wear and tear, leaks, cracks and any issue with any part of common property. Photographs should be provided in the report.
4. Upon receipt of a report of the condition of the common property, the Owners Corporation may require access to the lot to carry out an additional inspection.
5. An owner who fails to comply with the terms of this by-law must, where their failure results in the Owners Corporation incurring expenses including to gain access to the lot for the purpose of inspecting the common property, reimburse the Owners Corporation for those expenses.
6. This by-law acts in addition to and not in derogation of section 258 of the *Strata Schemes Management Act 2015* and any by-law registered for the scheme.

Special By-Law 8- Fire Safety, Access and Recovery of Costs (passed 25 May 2021)

1. The owner or occupier of a lot must not do anything, or permit any visitors to that lot to do anything, in or on the lot or anywhere in the building that interferes with, impedes or affects, or is likely to interfere with, impede or affect, the operation of fire safety devices, or reduce the level of fire safety in the lot or anywhere else in the building, including without limitation interference with any smoke detector or smoke alarm installed in the lot or the building or use of or interference with any fire hydrant or any other firefighting or fire safety equipment except in the case of an emergency.
2. If an Authorised Fire Safety Inspector gives a notice to the owners corporation requiring access to any lot or lots in the strata scheme, each owner and occupier of a lot must comply with that notice and allow that access to the lot to take place at the time and date notified to that owner or occupier by the owners corporation.
3. If the owner or occupier of a lot fails to give access to the lot to an Authorised Fire Safety Inspector at the time and date notified by the owners corporation under clause (2) of this by-law and, as a result, the Authorised Fire Safety Inspector is required to attend at the lot to carry out the inspection at another time and date, the owner of the lot shall be liable for and must bear and pay the costs of that subsequent attendance or attendances by the Authorised Fire Safety Inspector at the lot and the owners corporation may recover the same from the owner of the lot as a debt due and payable to the owners corporation.
4. If any part of the common property is damaged by the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the owners corporation may, subject to the *Strata Schemes Management Act 2015*, recover from the owner of the lot as a debt due and payable by that owner, the costs incurred by the owners corporation in rectifying the damage.
5. Without limiting clause (4) of this by-law, if as a result of the action or inaction of an owner or occupier of, or visitor to, a lot in the strata scheme, the attendance occurs at the strata scheme of any of the Fire Brigades-NSW, the Police Service (NSW), the Ambulance Service of NSW or any other person in connection with the provision of a Utility Service in or to the strata scheme and, as a result of that attendance, a charge is imposed on the owners corporation, the owners corporation may recover the amount of that charge from the owner of the lot as a debt due and payable by that owner.
6. If the cost of any subsequent attendance or attendances of an Authorised Fire Safety Inspector as described in clause (3), the costs incurred by the owners corporation in rectifying damage as described in clause (4) or a charge imposed on the owners corporation as described in clause (5), or any part of any of those costs or charges, is not paid within one month after the date on which notice of that cost has been given to the owner, it (or so much of the cost as remains unpaid) will bear simple interest at the same rate as is applicable to contributions unpaid under section 85(1) of the *Strata Schemes Management Act 2015*, or if the regulations under the Act prescribe some other rate, then at that other rate.
7. If any cost or charge referred to in clause (6), or any part thereof, remains unpaid, the owners corporation may include reference to that debt (including interest thereon) on notices under section 184 of the *Strata Schemes Management Act 2015* in respect of the lot.

8. In order to ensure the safety and protection of all owners, occupiers and and compliance with the *Environmental Planning and Assessment Regulation 2000*, owner of a lot must install in that lot one or more smoke alarms which complies with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary and all such smoke alarms installed in that owner's lot.
9. Without limiting the obligations of owners under clause (8), the owners corporation must install smoke alarms in the common property in the building in compliance with the provisions of the *Environmental Planning and Assessment Regulation 2000* and must maintain and keep in a state of good and serviceable repair and renew when necessary and all such smoke alarms installed in the common property.
10. In this by-law:
 - a. **“Authorised Fire Safety Inspector”** means a person authorized under the *Environmental Planning & Assessment Act 1979* to carry out an inspection of a building for purposes relating to fire safety;
 - b. **“Utility Service”** means any service associated with the provision of plumbing, electricity, gas, fire safety, security, cleaning or telecommunications (including cable television) services to the strata scheme;
 - c. References to the *Environmental Planning & Assessment Act 1979*, the *Environmental Planning and Assessment Regulation 2000* and the *Strata Schemes Management Act 1996* include any amendment, consolidation, modification, re-enactment or reprint of that Act or Regulation or provision thereof or any statute, proclamation, rule, code regulation or ordinance replacing any of them.

Special By-Law 9 - Window Safety Devices (passed 25 May 2021)

This by-law is made for the purposes of regulating the ongoing use, operation, maintenance and repair obligations of owners and occupiers in relation to Window Safety Devices installed in Lots in the Scheme.

'Window Safety Devices' means any complying locking or safety devices, including child safety devices as prescribed by section 118 of the *Strata Schemes Management Act 2015* and clause 30 of the *Strata Schemes Management Regulation 2016*, installed within a Lot in the Scheme.

Interpretation

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

- a) the singular includes plural and vice versa;
- b) any terms in the by-law will have the same meaning as those defined in Act;
- c) references to legislation include references to amending and replacing legislation;
- d) if there is any inconsistency between this by-law and any other by-law applicable to the scheme, then the provisions of this by-law

shall prevail to the extent of any inconsistency.

Conditions

If the Owners Corporation has arranged for the installation of Window Safety Devices to all windows in the Scheme that require Window Safety Devices to be installed, the owners and / or occupiers of those Lots acknowledge that they shall ensure the ongoing proper operation and use of the Window Safety Devices.

An owner or occupier who, pursuant to section 118(3) of the *Strata Schemes Management Act 2015*, arranges for or otherwise installs Window Safety Devices in their lot, must:

- a) give written notice of the installation to the owners corporation within 7 days after completion of the installation ensuring that the safety device is compliant with the requirements under clause 30(3) of the *Strata Schemes Management Regulation 2016* and the Standards under the Building Code of Australia (Deem- to-Satisfy provision D2.24); and
- b) ensure that the Window Safety Devices are installed in a competent and proper manner; and
- c) repair any damage caused to any part of the common property by the installation or the removal of the Window Safety Devices.

The Owner must properly maintain and keep the Window Safety Devices installed within the Lot in a state of good and serviceable repair, and must replace and renew the Window Safety Devices as required from time to time.

Liability and Indemnity

7. The Owner and / or Occupier of a Lot indemnifies the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the misuse or the removal of the Window Safety Devices, or the failure to properly maintain.

Special By-Law 10 - Occupancy of Lots (passed 25 May 2021)

1. Subject to section 137(2) and (3) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must ensure that the total number of adults residing in a Lot must not exceed twice the number of bedrooms authorised by the relevant development approval.

2. An owner or occupier must:
 - a) ensure that each bedroom in the lot contains no more than:
 - i. two single beds; or
 - ii. one single bunk bed; or
 - ii. one double, queen or king bed.

This clause excludes children's beds, cots and bassinets.

- b) ensure that the only rooms that are used for sleeping accommodation are bedrooms which have development approval;
 - c) not further divide, screen or partition any bedroom.
3. In the event of an inconsistency between this by-law and any other by-law applicable to the strata scheme, the terms of this by-law shall prevail to the extent of the inconsistency.
4. To the extent that this by-law is inconsistent with any Council order, planning legislation or planning control applicable to the strata scheme, the relevant order, planning legislation or planning control shall prevail to the extent of the inconsistency.
5. Any costs incurred by the owners corporation as a result of a breach of this by-law will be recoverable from the owner or occupier by the Owners Corporation pursuant to the **Recovery of Costs** special by-law.

Special By-Law 11 - Minor Renovations (passed 25 May 2021)

1. This by-law is made for the purposes of managing, regulating and controlling the carrying out of Minor Renovations which affect the common property and/or impact on an owner or occupier on a lot.
2. Each Owner has the right to undertake the following "Minor Renovations" or "works", subject to the following conditions found in section 110 of the *Strata Schemes Management Act 2015* and as prescribed by the Regulations -
 - (a) Renovating and or replacing a kitchen, a bathroom or a laundry (not including any waterproofing works including the replacement of waterproofing membranes);
 - (b) Changing recessed light fittings and/ or other types of light fittings;
 - (c) Installing or replacing garage door motors;
 - (d) Work involving reconfiguring walls (not including load-bearing walls or any structural works);
 - (e) Installing ceiling insulation;
 - (f) Installing double or triple glazed windows (that are in keeping with the external appearance of the lot);
 - (g) Installing or replacing venting to carry exhaust air outside from items such as:
 - i. a range hood,
 - ii. oven,
 - iii. shower,
 - iv. clothes dryer,
 - v. similar appliance.
3. Pursuant to section 110(6)(b) of the *Strata Schemes Management Act 2015* the Owners Corporation delegates its authority to the Strata Committee to decide whether to approve the Minor Renovations outlined in this by-law.
4. Where any works covered under clause 2 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
5. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before undertaking the works

6. The Owner must notify the Strata Committee at least 21 days before undertaking the works and obtain the prior written approval for the works from
 - (a) the Strata Committee of the Owners Corporation; and
 - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
 - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
7. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
 - (a) plans and drawings;
 - (b) specifications of work;
 - (c) if the owner is installing hard flooring, details of the soundproofing materials that will be used in the installation; and
 - (d) any other documents reasonably required by the Strata Committee.
8. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$10,000,000 and provides certificates of currency evidencing the insurance on request by the Strata Committee.
9. The Owner must ensure that the works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

Carrying out the works

10. In carrying out the works, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
 - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
 - (d) only undertake works at the times approved by the Strata Committee;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

- (f) remove all debris resulting from undertaking the works immediately from the building; and
- (g) comply with the requirements of the Strata Committee to comply with any by-laws and any relevant statutory authority concerning the performance of undertaking the works.

11. The Owner must ensure that the works shall be done:

- (a) in a proper and workmanlike manner and by duly licensed contractors; and
- (b) in accordance with the drawings and specifications approved by the local council and the Strata Committee.

After completing the works

12. If an Owner installs new flooring and if required by the Strata Committee, the Owner must provide to the Owners Corporation a report from an acoustic engineer of suitable expertise which certifies that the acoustic engineer has inspected the new flooring installations which form part of the Works and those new flooring installations now achieve the anticipated performance standards that is expected of those types of flooring installations.

Repair and Maintenance

13. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property to which the works are erected or attached in a state of good and serviceable repair; and
- (b) properly maintain and keep the works in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

14. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against -

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the works;

- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the works; and
 - (d) liability under section 122 (6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the works.
16. Any loss and damage suffered by the Owners Corporation as a result of undertaking the works may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
17. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the works or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
19. The Managing Agent is authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.

Special By-Law No. 12 – Bathroom Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to renovate any of the bathrooms of your lot.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**annexure**" means the annexure to this by-law,
- (c) "**bathroom renovations**" means the alterations and additions to a common area and/or a lot involved in renovating a bathroom in a lot including:

- replacement of tiles and waterproofing on the floor and walls of the bathroom,
- replacement of fixtures and fittings in the bathroom including the vanity, toilet, bathtub, shower and sink,
- reconfiguring non-load bearing walls in the bathroom,
- reconfiguring existing or installing new plumbing and electrical services to service the fixtures and fittings in the bathroom,

but does not include work involving structural alterations,

- (d) "**building**" means the building in the strata scheme in which your lot is located,
- (e) "**common area**" means the common property in the strata scheme,
- (f) "**lot**" means a lot in the strata scheme, and
- (i) "**strata scheme**" means the strata scheme to which this by-law applies,
- (j) "**you**" means an owner of a lot and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) if any provision of this by-law is invalid or void, that provision will be read down, ignored or severed so far as is possible in order to uphold the validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Approval of Bathroom Renovations

You may carry out, or permit anyone else to carry out on your behalf, bathroom renovations in connection with your lot on the conditions of this by-law.

4. Conditions for Bathroom Renovations

4.1 Before the Bathroom Renovations

4.1.1 Before commencing bathroom renovations, you must:

(a) **Prior Notice**

give the owners corporation at least 14 days' written notice. Your written notice must include:

- (i) your name, address and telephone number,
- (ii) your lot number,
- (iii) details of the bathroom renovations,
- (iv) any drawings, plans and specifications for the bathroom renovations,
- (v) an estimate of the duration and times of the bathroom renovations,
- (vi) details of the persons carrying out the bathroom renovations including the name, licence number, qualifications and telephone number of those persons,
- (vii) details of arrangements to manage any resulting rubbish or debris arising from the bathroom renovations,

(b) **Strata Committee Confirmation**

obtain written notification from the owners corporation or strata committee that your notice given under clause 4.1.1(a) is satisfactory,

(c) **Written Consent**

give the owners corporation your written consent to this by-law by completing, signing and giving the secretary of the owners corporation or strata managing agent the consent form in the annexure, if you have not already done so,

(d) Local Council Approval

if required by law, obtain a complying development certificate for or development consent of the local council to the bathroom renovations and a construction certificate for the bathroom renovations, and give copies of them to the owners corporation,

(e) Contractor's Licence and Insurance Details

give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the bathroom renovations holds a current:

- (i) licence,
- (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
- (iii) workers compensation insurance policy, and
- (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the bathroom renovations (if required by law),

(f) Engineer's Report

if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the bathroom renovations will not have a detrimental affect on the structural integrity of the building or any part of it,

(g) Dilapidation Report

if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering your notice given under clause 4.1.1(a) for the bathroom renovations including any consultant's costs.

4.1.2 If you have not complied with or fulfilled any of the conditions set out in clause 4.1.1 you must not begin the bathroom renovations and if you have already begun the bathroom renovations you must immediately stop them.

4.2 During the Bathroom Renovations

During the bathroom renovations you must:

(a) Standard of Workmanship

ensure the bathroom renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,

(b) Quality of Bathroom Renovations

make certain the bathroom renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),

(c) Time for Completion of Bathroom Renovations

make sure the bathroom renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

(d) Times for Bathroom Renovations

ensure that the bathroom renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment are only used between 10.00 am – 3.00 pm and that at least 72 hours notice is given to the occupiers of the other lots before the use of any such tools and equipment,

(f) Appearance of Bathroom Renovations

ensure the bathroom renovations are carried out and completed in a manner which is in keeping with the rest of the building,

(g) Supervision of Bathroom Renovations

ensure that the bathroom renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,

(h) Noise During Bathroom Renovations

ensure the bathroom renovations and your contractors do not create any excessive noise in your lot or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another lot or of any person lawfully using a common area,

(i) Transportation of Construction Equipment

ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,

(j) Debris

ensure that any debris and rubbish associated with or generated by the bathroom renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

(k) Storage of Building Materials on Common Areas

make sure that no building materials are stored in a common area,

(l) Protection of Building

protect all areas of the building in which your lot is situated which are affected by the bathroom renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the bathroom renovations and ensure that all common areas surrounding your lot are appropriately protected by covers and mats when transporting construction materials, equipment and debris over them,

(m) Building Integrity

keep all areas of the building affected by the bathroom renovations structurally sound during the bathroom renovations and make sure that any holes or penetrations made during the bathroom renovations are adequately sealed and waterproofed and, if necessary, fireproofed,

(n) Daily Cleaning

clean any part of the common areas affected by the bathroom renovations on a daily basis and keep all of those common areas clean, neat and tidy during the bathroom renovations,

(o) Access

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect (and, if applicable, supervise) the bathroom renovations on reasonable notice,

(p) Vehicles

ensure that no contractor's vehicles obstruct the common areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,

(q) Variation to Bathroom Renovations

not vary the bathroom renovations without obtaining the prior written approval of the owners corporation,

(r) Costs of Bathroom Renovations

pay all costs associated with the bathroom renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the bathroom renovations.

4.3 After the Bathroom Renovations

After the bathroom renovations have been completed, you must:

(a) Notify the Owners Corporation

promptly notify the owners corporation that the bathroom renovations have been completed,

(b) Access

give the owners corporation's nominee (which may be its consultant) access to your lot to inspect the bathroom renovations on reasonable notice,

(c) Restore the Common Areas

restore all common areas damaged by the bathroom renovations as nearly as possible to the state which they were in immediately prior to commencement of the bathroom renovations,

(d) Engineer's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the bathroom renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,

(e) Expert's Report

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the bathroom renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

(f) Planning Certificates

give the owners corporation any certificate or other document that must be issued upon or after completion of the bathroom renovations under the *Environmental Planning and Assessment Act 1979* including any necessary occupation certificate or compliance certificate.

4.4 Enduring Obligations

You must:

(a) Maintenance of Bathroom Renovations

properly maintain and keep in a state of good and serviceable repair the bathroom renovations and the common area occupied by the bathroom renovations and, where necessary, renew or replace any part of those bathroom renovations and that common area,

(b) Repair Damage

repair any damage caused to another lot or the common areas by the carrying out of the bathroom renovations in a competent and proper manner,

(c) Indemnity

indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the bathroom renovations or the altered state or use of any of the common areas arising from the bathroom renovations or your breach of this by-law,

(d) Insurance

if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the bathroom renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the bathroom renovations or repair any damage to the building caused by the bathroom renovations,

(e) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the bathroom renovations and the requirements of the local council concerning the bathroom renovations (for example, the conditions of the local council's approval of the major bathroom renovations, a notice or order issued by the local council or fire safety laws).

6. Breach of this By-Law

6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your lot, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Decision of Owners Corporation not to Maintain Minor Bathroom Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any bathroom renovations; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such bathroom renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

ANNEXURE

CONSENT FORM

T The Secretary The Owners - Strata Plan No. 64946 C/- Strata Life Suite 3/143 Peats Ferry
o Road HORNSBY NSW 2077
:

Dear Secretary

RE: CONSENT TO SPECIAL BY-LAW FOR BATHROOM RENOVATIONS

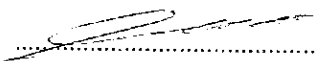
I/We being the owner(s) of lot in Strata Plan No. 64946
hereby consent to the making of Special By-Law - Bathroom Renovations - which by-law grants me/us the right to
carry out alterations and additions to the bathroom of my/our lot and the common property and imposes on me/us
the obligation to maintain, repair, renew and replace that bathroom and the common property (which obligation I/we
accept); such by-law to be adopted by a special resolution passed by the owners corporation at a general meeting.
.....

Dated

.....
Signature(s)

**THIS IS THE FINAL PAGE OF ANNEXURE "A" TO CONSOLIDATION OF BY-LAWS FOR
STRATA PLAN NO. 64946**

The seal of The Owners - Strata Plan No. 64946 was affixed on 18 May 2022 2022
in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015
to attest the affixing of the seal:

Signature: 

Name(s): ROBERT FOTHERGILL

Authority: Strata Master

Northern Beaches Council Planning Certificate – Part 2

Applicant: W A Baxter & Co Pty Ltd
Po Box 567
GUNNEDAH NSW 2380

Reference: LT: RGH: 66007T
Date: 16/10/2024
Certificate No. ePLC2024/08037

Address of Property: 216A/637-641 Pittwater Road DEE WHY NSW 2099
Description of Property: Lot 68 SP 64946

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021

Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021

Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapters 1, 2, 3, 4, 6

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone MU1 Mixed Use

1 Objectives of zone

- To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.

- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

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

Dee Why Town Centre Contributions Plan - in force 13 July 2019

This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

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

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

Part 3A Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Part 3B Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

Note: Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 3C Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Part 4 Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

Part 4A General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

Part 5 Industrial and Business Alterations Code

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

Part 5A Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

Part 5B Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Part 6 Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

Part 7 Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

Part 8 Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

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

In this section—

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

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

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

- (1) The land is within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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

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

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

10. Council and other public authority policies on hazard risk restriction

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961*.

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

18. Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of the existence of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note—

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

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the Lighting Intensity and Wind Shear Map, or
- (c) not shown on the Obstacle Limitation Surface Map, or
- (d) not in the “public safety area” on the Public Safety Area Map, or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of State Environmental Planning Policy (Housing) 2021.

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021.

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Additional matters under the Contaminated Land Management Act 1997

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

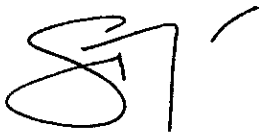
- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is not the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.

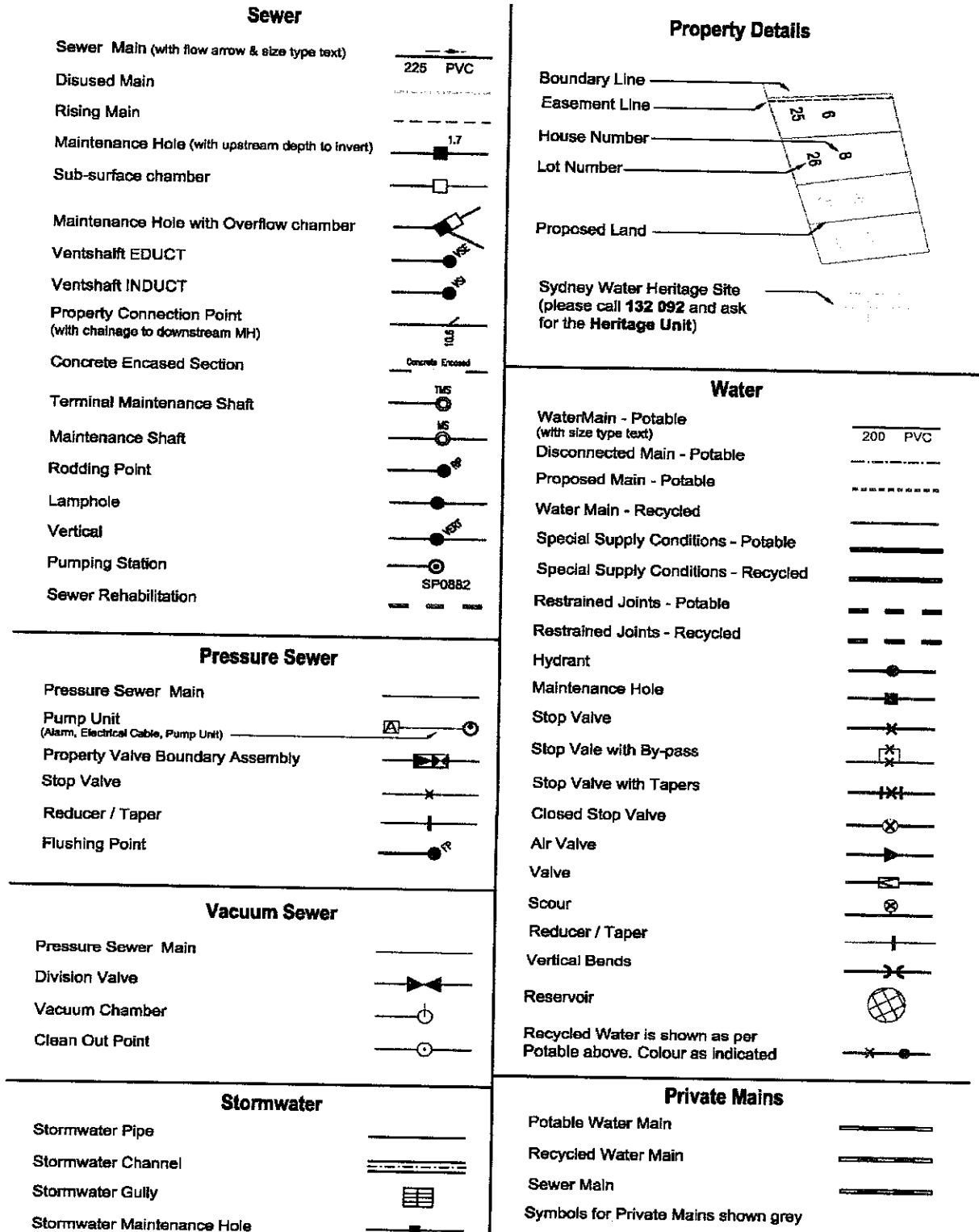
A handwritten signature in black ink, appearing to be 'SP' with a flourish above the 'P'.

Scott Phillips
Chief Executive Officer

16/10/2024

Asset Information

Legend



Disclaimer

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

Pipe Types

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

Further Information

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

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

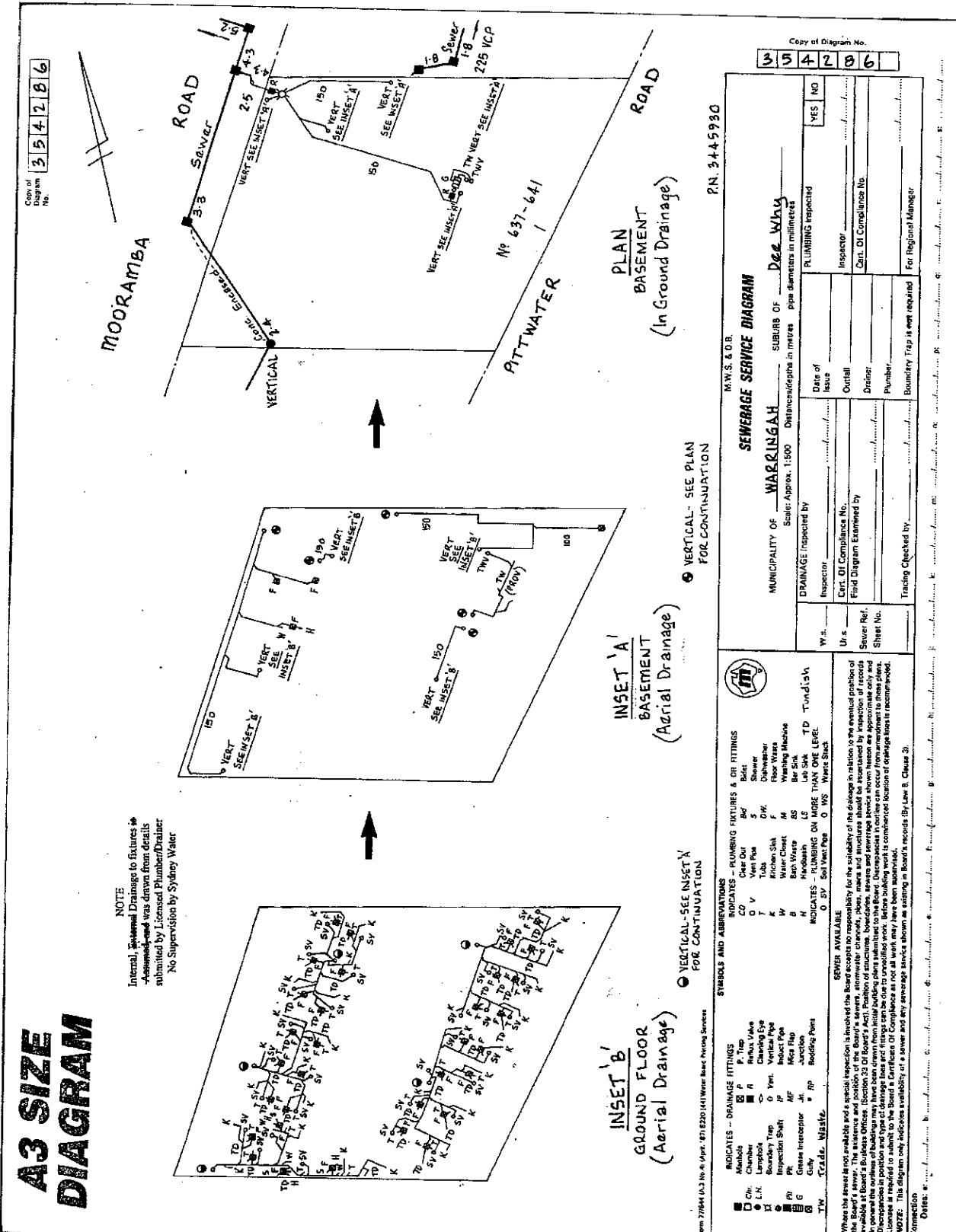
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8003810773



Document generated at 16-10-2024 01:02:28 PM

Disclaimer

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

**My 2 Asset Management Pty Ltd
ATF My 2 Asset Management Unit
Trust**

Level 1, Suite 15, 888 Pittwater Road,
Dee Why, New South Wales 2099

P: 0299719000

E: hello@upstate.com.au

ABN: 35440995734

UPSTATE

Residential Tenancy Agreement

for

216a/637-641 Pittwater Road, Dee Why NSW 2099`

This agreement is between **Willdon Partnership**
and **Jason Adem**.



Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

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

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

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name:

Landlord telephone number or other contact details:

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

Address for service of notices (can be an agent's address):

Suburb: State: Postcode:

Note: The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1): Tenant Name (2):

Tenant Name (3): Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb: State: Postcode:

--	--	--

Contact details:

Jason Adem: +61401029470, jasonadem@gmail.com

Landlord's agent details: [If applicable]

Agent name:

My 2 Asset Management Pty Ltd ATF My 2 Asset
Management Unit Trust

Address for service of notices (can be an agent's address):

Level 1, Suite 15, 888 Pittwater Road,

Suburb:

Dee Why

State:

New South Wales

Postcode:

2099

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

Tel: 0299719000 , Email: hello@upstate.com.au ,

Tenant's agent details: [If applicable]

Agent name:

-

Address for service of notices (can be an agent's address):

-

Suburb:

-

State:

-

Postcode:

-

Contact details:

-

Term of agreement

The term of this agreement is –

 6 months 12 months 2 years 3 years 5 years Other (please specify)

11 months and 30 days

 Periodic (no end date)

starting on Tue 30/04/2024 and ending on Mon 28/04/2025 [Cross out if not applicable]

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

The residential premises are [Insert address]:

216a/637-641 Pittwater Road, Dee Why NSW 2099

The residential premises include:

1x Car Space

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

Rent:

The rent is \$ per payable in advance starting on

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

The method by which the rent must be paid:

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

BSB number:

account number:

account name:

payment reference:

 , or

(b) to

at

by cash, or

(c) as follows:

DEFT | Biller Code: 4481 Reference: 48626535

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

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

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

The tenant provided the rental bond amount to:

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

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

Notes: Held with RBO - T520519-6

IMPORTANT INFORMATION**Maximum number of occupants**

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

Urgent repairs

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

Nominated tradespeople for urgent repairs:

Electrical:	Name: S J Wood Electrical	Tel: 0410 360 046 or 0404 680 097
Plumbing:	Name: Hot Water Maintenance	Tel: 0459 130 060
Locksmiths:	Name: Barrenjoey Locksmiths	Tel: 02 9938 6600

Water usage

Will the tenant be required to pay separately for water usage? Yes No
If yes, see clauses 12 and 13.

Utilities

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

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

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

Smoke alarms

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

- Hardwired smoke alarms
- Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

~~If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No~~

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises Yes No
If yes, see clauses 38 and 39.

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

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

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

Landlord

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

Yes No

If yes, see clause 50.

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

Yes

hello@upstate.com.au

No

Tenant

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

Tenant consents to electronic service of notices YES NO

If yes, see clause 50.

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

Jason Adem

jasonadem@gmail.com

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

purpose of any amount payable by the tenant other than rent, and

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

10. The landlord agrees to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*
- Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

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

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

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

Note. Separately Metered is defined in section 3 of the Residential Tenancies Act 2010.

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

18. The tenant agrees, when this agreement ends

and before giving vacant possession of the premises to the landlord:

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

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

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or

omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at

least 2 days notice each time,

- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's

agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

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

the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**

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

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

- 33. The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a

tenant or occupant from having access) or unless the landlord agrees, and

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

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

TRANSFER OF TENANCY OR SUB-LETTING

- 35. The landlord and tenant agree that:**

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the

tenant notice in writing of the change within 14 days, and

- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

[Cross out clauses if no rental bond is payable]

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

SMOKE ALARMS

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

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

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

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

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

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

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

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

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

SWIMMING POOLS

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

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

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

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

~~**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire

safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

a) both the landlord and the tenant agree to the terms, and

b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* 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 TERMS - PETS

[Cross out clauses if not applicable]

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

~~54. The tenant agrees:~~

~~54.1 to supervise and keep the animal within the premises, and~~

~~54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~

~~54.4 to comply with any council requirements.~~

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

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

1. Standard Additional Terms: The Landlord and Tenant agree that this addendum forms part of this Residential Tenancy Agreement.

1. Premises Conditions - The Tenant acknowledges that they are accepting possession of the premises in its current condition as inspected by themselves or a respective party on their behalf. Unless previously agreed to by all parties in writing there will be no alterations to the condition of the premises. Any comments regarding the condition of the premises can be noted on the condition report and returned to the agent within 7 days.

2. Cleaning upon vacating - It is expected that the Tenant returns the premises in an acceptable state of cleanliness. We strongly recommend the use of our suggested professional cleaners as this assists in ensuring a smooth transition within tenancies as once the Tenant provides vacant possession and keys are returned to our office they are not permitted to return to the premises to rectify any issues with the cleaning. If the Tenant fails to return the premises in an acceptable state of cleanliness, then a professional cleaner will be appointed to rectify the cleaning issues and charged at the tenant's expense.

3. Carpets - The Tenant understands and agrees that if they stain the carpets, they will be required to professionally clean them when they vacate the premises and provide a receipt to the Landlord's Agent as proof.

4. Curtains and Blinds - The Tenant understands and agrees that if they stain the curtains or blinds in the premises, they will be required to be professionally cleaned and provide a receipt to the Landlord's Agent as proof.

5. Light globes - All the light globes at the start of the tenancy should be working. After the tenancy commences, the Tenant is responsible for replacing the light globes if needed at their own cost. At the end of the tenancy the Tenant is responsible for ensuring all light globes are working. Failure to do this will result in funds being deducted from the bond to replace light globes.

6. Ventilation - The Tenant is responsible for ensuring that the premises are well ventilated at all times in order to prevent the growth of mould. The Tenant understands if any mould does appear on the walls or ceilings it must be cleaned immediately. If there continues to be an ongoing issue with mould, the Tenant must promptly inform the Landlord's Agent in writing. Failure to do this could leave the Tenant liable for rectification of damage caused by the mould.

7. Utilities - It is the Tenant's responsibility to arrange connection of all utilities to the premises at the commencement of tenancy and re-direct these services at the end of the tenancy. The Landlord is not responsible to cover the cost of utilities unless specified otherwise in this lease.
8. Telecommunication Services – The Tenant is responsible for investigating the availability of telephone lines, internet services, analogue, digital or cable television prior to the commencement of the lease. The Tenant should make their own enquiries as to the availability and adequacy of such services before entering into this agreement. The Tenant must request permission from the Landlord prior to the installation of any additional services or outlets required for the above. Installation of these services/outlets will all be at the cost of the tenant. The landlord gives no warranty in respect to the provisions or adequacy of such services to the premises.
9. Locks - The Tenant must request permission from the Landlord / Landlord's Agent prior to changing the locks. If approved, this will be at the Tenant's expense. The Tenant must supply the Landlord's Agent with copies of all keys to the locks that have been changed.
10. Hooks and Hanging Objects - The Tenant must request permission from the Landlord / Landlord's Agent prior to placing any hooks or hanging objects at the premises, this includes 3M removable hooks, nails, screws and blu-tac. If such permission is granted, the Tenant understands that when vacating these objects must be removed and they are responsible for rectifying any damage to the walls or ceilings.
11. Smoking - The Tenant understands that they are not permitted to smoke inside the premises or common areas. Any damage caused to the premises by smoking, is the Tenants' responsibility and must be repaired prior to vacating the premises.
12. Pot Plants - The Tenant agrees not to place pot plants on any carpeted, stone or timber floors. This includes both internal and external surfaces for example a balcony. The Tenant will be liable for the cost of rectifying any damage to these surfaces.
13. Floorboards - The Tenant must have protectors on all their furniture where timber floors are present to reduce any unnecessary wear on the floors. Damage to timber flooring deemed due to the Tenants negligence or not adhering to these guidelines will not be deemed fair wear and tear and will result in the Tenant rectifying any damage to the flooring prior to vacating.
14. Notice to Vacate - The Tenant must provide notice in writing to the Landlord's Agent of their intent to vacate the premises and ensure that it has been received and acknowledged by the agent. Notice will not be accepted over the phone or via text message.
15. Open for Inspections - The Tenant agrees that once they have advised the Landlord's Agent of their intention to vacate the premises, they will provide reasonable access for viewings to show prospective Tenant through the premises.
16. Bond Release - Bond money will not be released until the premises are completely vacated, cleaned, all keys are returned, the rent is paid up until the vacate date and the Landlord's Agent is satisfied with the condition of the premises. A final inspection will then be carried out by the Landlord's Agent. The Tenant will be liable for rent up until the keys are returned to our office and all items are removed from the premises.
17. Rubbish - All rubbish must be removed from the premises prior to vacating. It is not acceptable for a Tenant to leave rubbish at the premises awaiting collection past the vacate date. Any rubbish or belongings left behind will be disposed of at the cost of the Tenant.
18. Blocked Drains - The Tenant agrees not to use any sink, basin, toilet, drain or like facility in or connected to the premises for any other intended use or do anything that might damage or block the plumbing drainage or sewage systems on the premises. If an internal drain is blocked and the blockage is found to be as a result of the Tenants negligence, the Tenant will be liable to pay the cost of repair. The Tenant should always attempt to clear the drain of any debris prior to contacting the agent.
19. Repairs - All repair requests must be submitted through in writing via email or through the advised maintenance portal. The Tenant is required to provide reasonable access for repairs and maintenance to be carried out.
20. Insurance - The Tenant is responsible for organizing their own contents insurance. The landlord's insurance will not cover the Tenants contents. The Tenant cannot claim any liability from the Landlord for the damage to their contents in the event of a claim.
21. Keys - The Tenant understands that they are responsible for all keys, remotes, security swipes and access fobs. If lost, damaged or stolen the Tenant will be liable to pay for a replacement.

22. Subletting or Transfer - The Tenant must request permission in writing of their intention to sublet or transfer any part of the premises. If the Tenant does this without consent, they are breaching the terms of the Agreement. The Tenant is not permitted to list the premises on any online websites such as Air Bnb, Stayz, Gumtree or any other website that offer short-term letting. If the Tenant is found to be subletting the premises without the owner's permission, they will be issued with a 14-day termination notice to vacate the premises. The Tenant must not exceed the maximum number of permitted occupants stated on the agreement.

23. Electronic Notice(s)- The Tenant understands that all termination and increase notices will be served via email to the address provided at the commencement of the tenancy which appears on the front of this Residential Tenancy Agreement. The Tenant is responsible for ensuring that they provide the Landlord's Agent with the most up to date contact email at any time throughout the tenancy.

24. Appliances - The Tenant understands that they are responsible for the safe operation of all their own appliances and they should not be left on or unattended. If a Tenant's appliance is found to be the cause of an electrical fault or fire in the premises, they will be responsible for any expense incurred due to the fault.

25. Access - The Tenant is required to provide access for all mandatory strata inspections, this includes and is not limited to fire inspections, window lock inspections, defect inspections and council inspections. If the Tenant fails to provide access, they will be liable to pay any penalty fees. The Tenant must make every attempt to ensure they are available as the Landlord's Agent will not always be available to attend on their behalf.

26. Air conditioning - The Tenant is responsible for cleaning the filters on all air conditioning units on a regular basis. If the Tenant fails to clean the filters and this causes a fault in the unit, the Tenant will be responsible for any costs associated with rectifying the issue.

27. Garden Maintenance - Unless stated otherwise and where applicable, the Tenant is responsible for ensuring the garden is maintained to the standard set at the beginning of the tenancy. Garden maintenance may include mowing, edging/pruning/trimming, weeding and watering.

28. Trades Access & Invoicing - If the Tenant requests maintenance to be attended to, a maintenance call is booked and access is arranged with the tenant. If the tenant denies

access to the premises on the scheduled day or if the fault of the repair is deemed to be caused by the tenant, the tenant will be charged for the service call.

Tenant Acknowledgement

1. Jason Adem viewed and acknowledged at Fri, 01/03/2024 10:50 from device:
Mac OS X 10.15.6 Mac Safari 15.6.1

NOTES

1. Definitions

In this agreement:

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is

terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

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

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or

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

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

SIGNED BY THE LANDLORD/AGENT

AGENT : **Nina Steel** on behalf of **Willdon Partnership** (Landlord)



Signed at Fri, 01/03/2024 13:49 , from device: Windows 10 Other Chrome 122.0.0

2. LANDLORD INFORMATION STATEMENT

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

AGENT : **Nina Steel** on behalf of **Willdon Partnership** (Landlord)



Signed at Fri, 01/03/2024 13:49 , from device: Windows 10 Other Chrome 122.0.0

SIGNED BY TENANT(S)

Tenant : **Jason Adem**



Signed at Fri, 01/03/2024 10:51 , from device: Mac OS X 10.15.6 Mac Safari 15.6.1

TENANT INFORMATION STATEMENT

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

Tenant : **Jason Adem**



Signed at Fri, 01/03/2024 10:51 , from device: Mac OS X 10.15.6 Mac Safari 15.6.1

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

AUDIT TRAIL

Jason Adem (Tenant)

- Fri, 01/03/2024 10:38 - Jason Adem clicked 'start' button to view the Residential Tenancy Agreement (*Mac OS X 10.15.6 Mac Safari 15.6.1, IP: 49.186.55.151*)
- Fri, 01/03/2024 10:51 - Jason Adem stamped saved signature the Residential Tenancy Agreement (*Mac OS X 10.15.6 Mac Safari 15.6.1, IP: 49.186.55.151*)
- Fri, 01/03/2024 10:51 - Jason Adem submitted the Residential Tenancy Agreement (*Mac OS X 10.15.6 Mac Safari 15.6.1, IP: 49.186.55.151*)

Nina Steel (AGENT)

- Fri, 01/03/2024 13:49 - Nina Steel clicked 'start' button to view the Residential Tenancy Agreement
- Fri, 01/03/2024 13:49 - Nina Steel stamped saved signature the Residential Tenancy Agreement
- Fri, 01/03/2024 13:49 - Nina Steel submitted the Residential Tenancy Agreement

AGREEMENT END