

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Real Estate Level 1/15/888 Pittwater Road, Dee Why, NSW 2099	Phone: 02 9971 9000 Ref: Ashley Coates
co-agent		
vendor	Marnie Del Beauchamp Unit 5, 1204 Pittwater Road, Narrabeen, NSW 2101	
vendor's solicitor	Carter Ferguson Solicitors 66 Collins Street, Kiama NSW 2533 PO Box 514, Kiama NSW 2533	Phone: (02) 42083299 Email: kylie@carterferguson.com.au Fax: 4208 3291 Ref: KMF:KI-B272
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	302/2 Delmar Parade, Dee Why, 2099 Registered Plan: Lot 30 Plan SP 105877 Folio Identifier 30/SP105877	
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 checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: clothes dryer
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>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <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 type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Additional clauses forming part of this contract

Dated:

between: **Marnie Del Beauchamp** (*vendor*)

and: (*purchaser*)

33 Alterations to printed form

- 33.1 Clause 7.1.1. of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 33.2 Clause 14.4.2 of this contract is deleted.
- 33.3 Clause 24.3.3 of this contract is deleted.
- 33.4 Clause 29 of this contract is deleted.

34 Real Estate Agents

The purchaser was not introduced to the *property* or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion. This clause shall not merge on completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

36 Condition of *property*

The purchaser accepts the *property* in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in this regard.

37 Capacity

- 37.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:
 - 37.1.1 dies or becomes mentally ill, then either *party* may *rescind* this contract by written notice to the first *party's solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - 37.1.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.
- 37.2 The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

38 Liquidated Damages

If, as a result of the purchaser, completion of this contract does not take place by the completion date then:

- 38.1 Without prejudice and in addition to any other remedies available to the vendor the purchaser will pay liquidated damages to the vendor on completion.
- 38.2 The liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at the rate of 8% per annum from and including the completion date up to and including the actual day of completion, and a further sum of \$330.00 (inc GST) each time completion is arranged, for the vendors additional legal costs associated with the purchaser's failure to complete.
- 38.3 The liquidated damages under clause 38.2 are agreed by the parties to be a genuine pre-estimate of the vendor's actual damages.

39 Requisitions on Title

- 39.1 The Purchaser waives the right to deliver requisitions on title.
- 39.2 Without limiting special condition 39.1, the Purchaser shall not be entitled to make any, requisition or claim for compensation in respect of or by reason of:
 - 39.2.1 Any boundary of the property being unfenced or any boundary fence or wall not being upon or within any boundary; or
 - 39.2.2 The existence or passage through or on the property or any adjoin property of mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to the property or other adjoining lot or jointly to the property and other adjoining lot or otherwise and whether subject to a registered easement or otherwise.

40 Cooling off period

If the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that the Purchaser shall pay the sum of \$220.00 (inc GST) for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period whether or not the Vendor agrees with the request. The Purchaser acknowledges and agrees to pay this on completion or immediately upon rescission of the Contract within the cooling off period.

41 Strata/Community/Neighbourhood title amended

Despite clause 23.13 it is agreed as follows:

- 41.1 The Vendor will not apply for an information certificate in relation to the lot.
- 41.2 The Vendor authorises the Purchaser to apply for such information certificate.
- 41.3 Clause 23.14 is deleted and does not apply to the Contract.

42 Counterpart Contracts

- 42.1 This Contract may be executed in a number of counterparts by the vendor, including counterparts by email transmission, facsimile transmission or photocopy, each of which when so executed will be deemed to be an original and such counterparts taken together will constitute one and the same instrument and the parties agree to accept such instrument whether an electronic copy or original, as the original and binding Contract.

- 42.2 The parties hereby reaffirm having given their prior consents as required by the *Electronic Transactions Act 2000 (NSW)* to receiving electronic communications by way of facsimile or email.

43 Electronic Exchange

43.1 Electronic exchange

- 43.1.1 A party may execute this Contract as well as any modifications to it by electronic means (including by electronic signature or by email of a signed documents in PDF or scanned format).
- 43.1.2 The parties agree and intend that such signature by electronic means or by email in PDF or scanned format shall bind the party so signing with the same effect as though the signature were an original signature.
- 43.1.3 This Contract may be executed as set out above in two (2) or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

43.2 Acknowledge of use of electronic signatures

The parties to this Contract acknowledge and agree that:

- (a) they consent to the use of the electronic signatures and the Contract proceeding by electronic means; and
- (b) they intend to be legally bound by the terms of the Contract on which their electronic signature(s) has been placed.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 30/SP105877

SEARCH DATE	TIME	EDITION NO	DATE
17/4/2023	4:35 PM	2	27/2/2023

LAND

LOT 30 IN STRATA PLAN 105877
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MARNIE DEL BEAUCHAMP

(T AS888882)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP105877

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

KI-B272

PRINTED ON 17/4/2023

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FOLIO: CP/SP105877

SEARCH DATE	TIME	EDITION NO	DATE
17/4/2023	4:38 PM	1	1/2/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 105877
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 SP105877

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 105877
ADDRESS FOR SERVICE OF DOCUMENTS:
2 DELMAR PARADE
DEE WHY NSW 2099

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP638872 EASEMENT FOR ELECTRICITY SUPPLY APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 AS738572 RESTRICTION(S) ON THE USE OF LAND
- 5 AS738573 POSITIVE COVENANT
- 6 DP1290284 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AND VARIABLE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 105877

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 106	2	- 102	3	- 102	4	- 102
5	- 100	6	- 100	7	- 96	8	- 95
9	- 148	10	- 154	11	- 145	12	- 145
13	- 101	14	- 140	15	- 107	16	- 104
17	- 104	18	- 104	19	- 101	20	- 101
21	- 97	22	- 96	23	- 149	24	- 156
25	- 145	26	- 145	27	- 100	28	- 138
29	- 109	30	- 105	31	- 105	32	- 105
33	- 102	34	- 102	35	- 98	36	- 98

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP105877

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 105877

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
37	- 151	38	- 157	39	- 146	40	- 146
41	- 101	42	- 140	43	- 180	44	- 135
45	- 171	46	- 145	47	- 151	48	- 154
49	- 138	50	- 161	51	- 139	52	- 141
53	- 145	54	- 107	55	- 144	56	- 139
57	- 142	58	- 154	59	- 142	60	- 171
61	- 142	62	- 144	63	- 146	64	- 109
65	- 145	66	- 140	67	- 143	68	- 187
69	- 193	70	- 151	71	- 180	72	- 257
73	- 226	74	- 212	75	- 6	76	- 6
77	- 6						

NOTATIONS

UNREGISTERED DEALINGS: PE DP1290163.

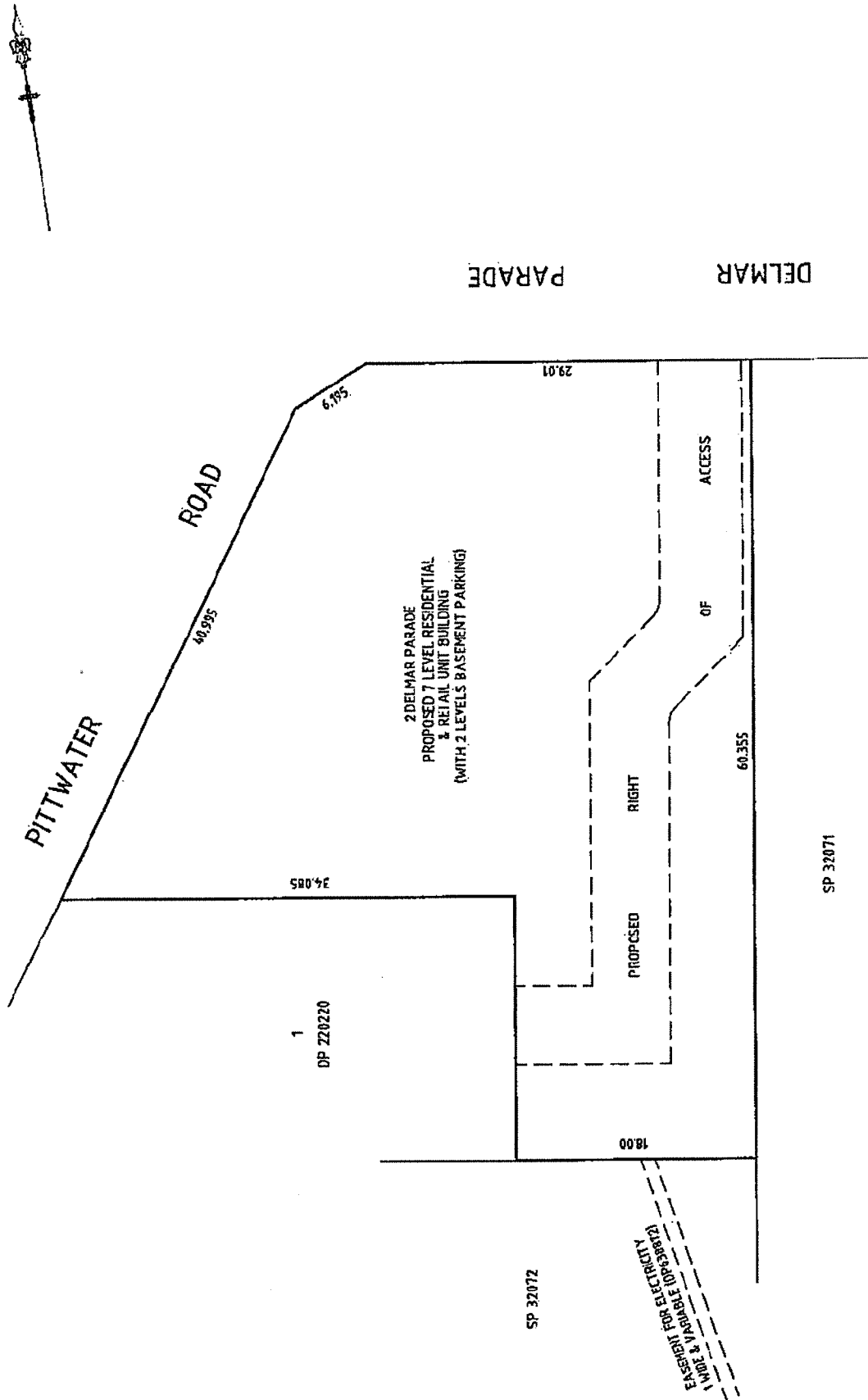
*** END OF SEARCH ***

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LOCATION PLAN



Surveyor: Name: CHRISTOPHER THOMAS NORTON Date: References: 53028 SP	PLAN OF SUBDIVISION LOT 100 D.P. (being Lot 1 D.P. 710661)	L.G.A. NORTHERN BEACHES Locality: DEE WHY Reduction Ratio: 1:300 Lengths are in metres	Registered:	DRAFT STRATA Issue: A3 Date: 15.0420
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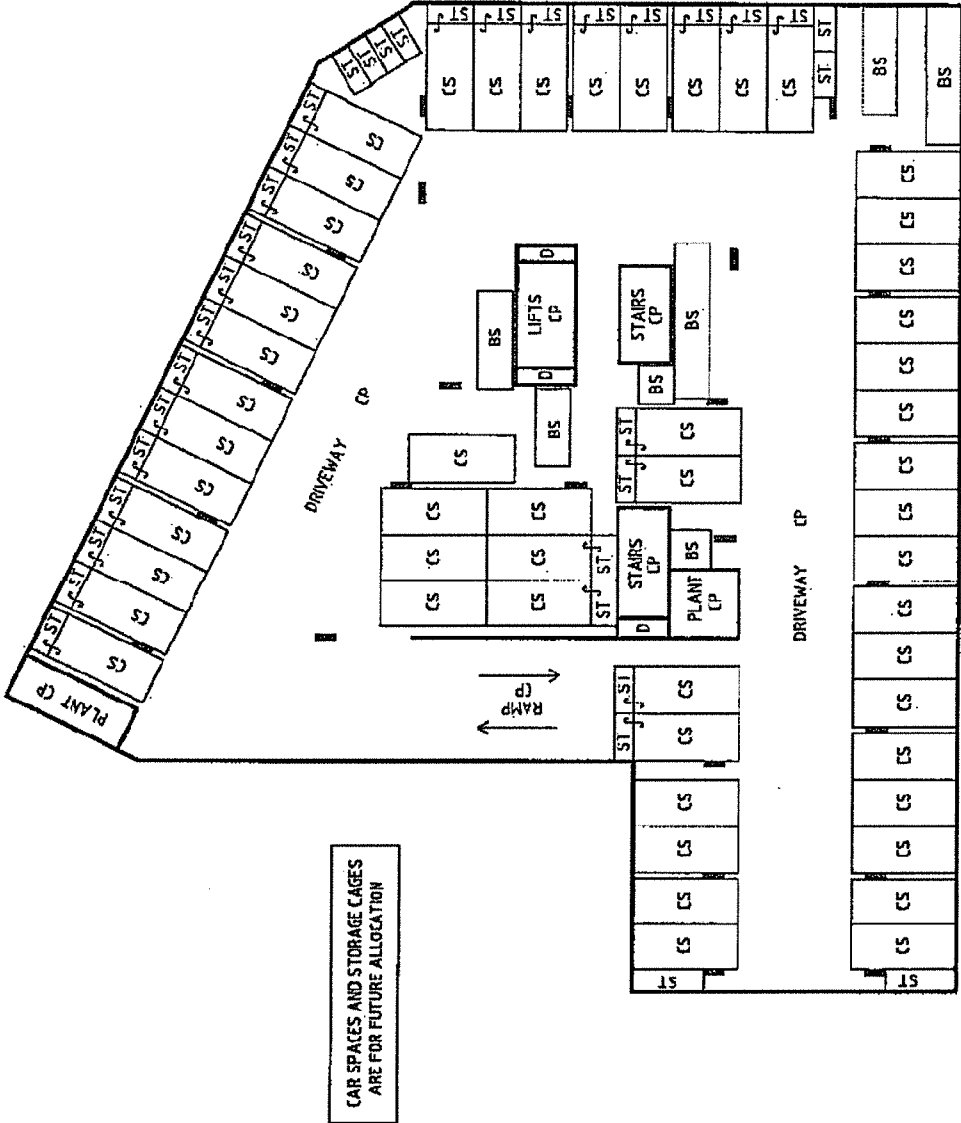
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

STRATA PLAN FORM 2 (A3)

THIS IS A DRAFT STRATA PLAN ONLY. FINAL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY.

FLOOR PLAN
BASEMENT 2
[CAR PARKING & STORAGE]

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT
- BS DENOTES BICYCLE STORAGE
- CS DENOTES CAR SPACE
- ST DENOTES STORAGE



Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
Reference: 53026 SP

PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

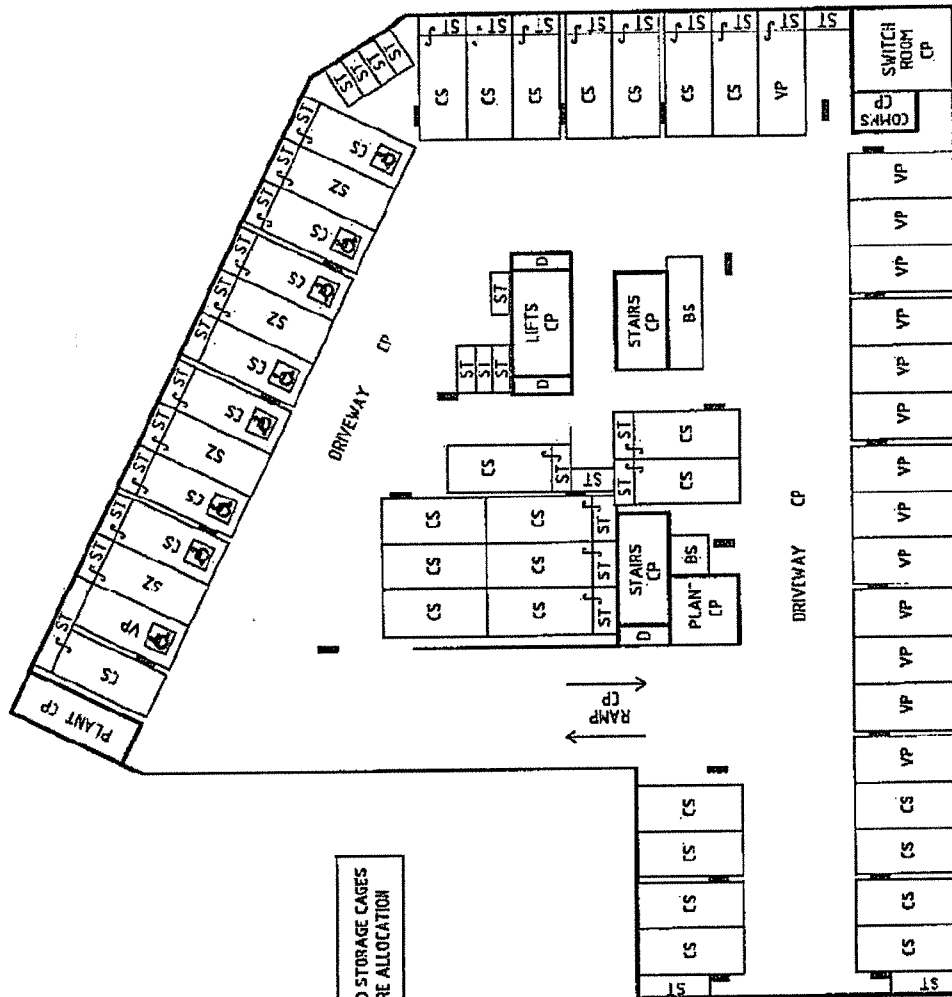
L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

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AREAS AND LAYOUTS ARE SUBJECT TO SURVEY.

FLOOR PLAN
BASEMENT 1
(CAR PARKING & STORAGE)



CP DENOTES COMMON PROPERTY
D DENOTES DUCT (CP)
SZ DENOTES SHARED ZONE (CP)
VP DENOTES VISITOR PARKING (CP)
BS DENOTES BICYCLE STORAGE (CP)
CS DENOTES CAR SPACE
ST DENOTES STORAGE

**CAR SPACES AND STORAGE CAGES
ARE FOR FUTURE ALLOCATION**

DRAFT STRATA
Issue: A3
Date: 15.04.20

Registered:

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

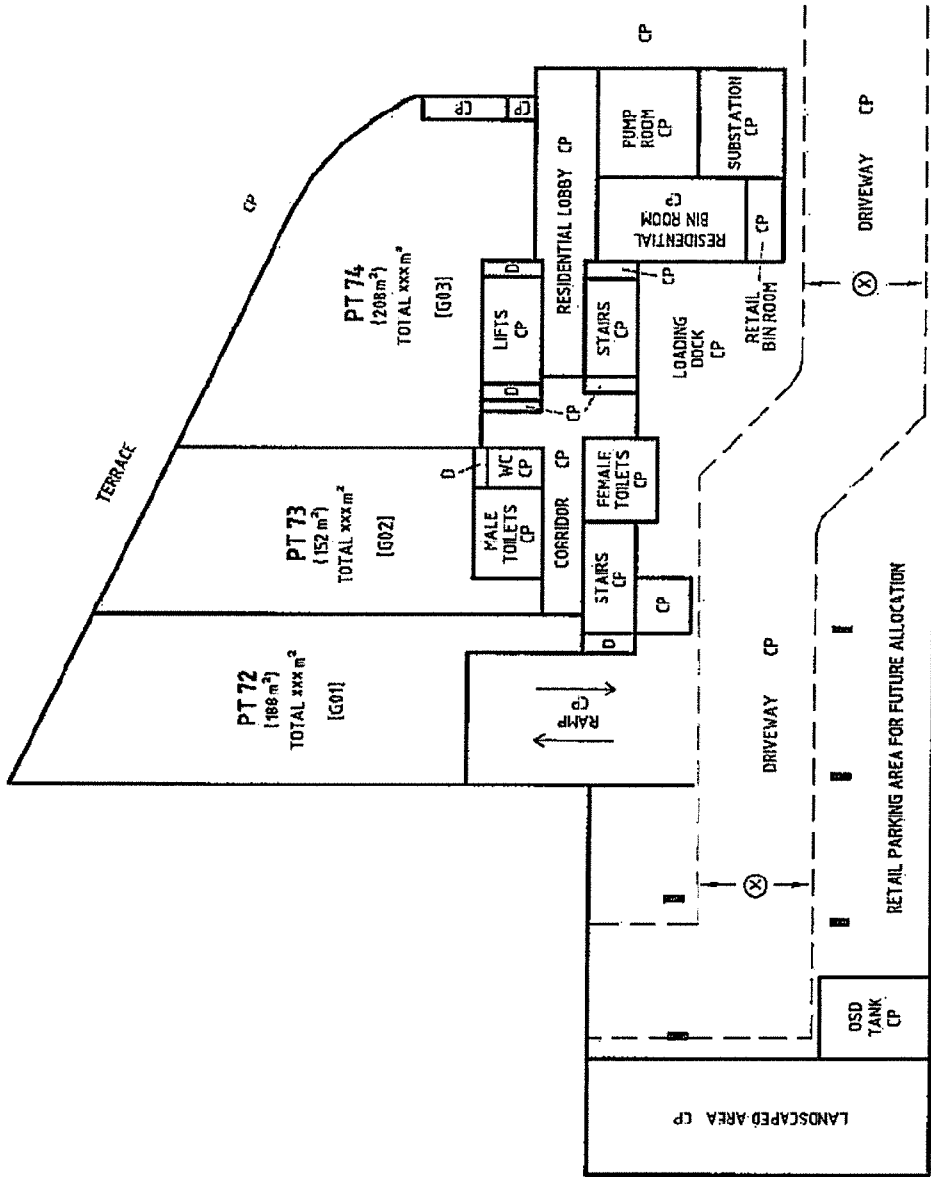
PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
Reference: 53028 SP

THIS IS A DRAFT STRATA PLAN ONLY. FINAL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY.

FLOOR PLAN
GROUND FLOOR

- [G01] DENOTES SLITE NUMBER
- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- ⊗ DENOTES PROPOSED RIGHT OF ACCESS



Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
Reference: 53028 SP

L.G.A. NORTHERN BEACHES
Locality: DEE WHFY
Reduction Ratio: 1:250
Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

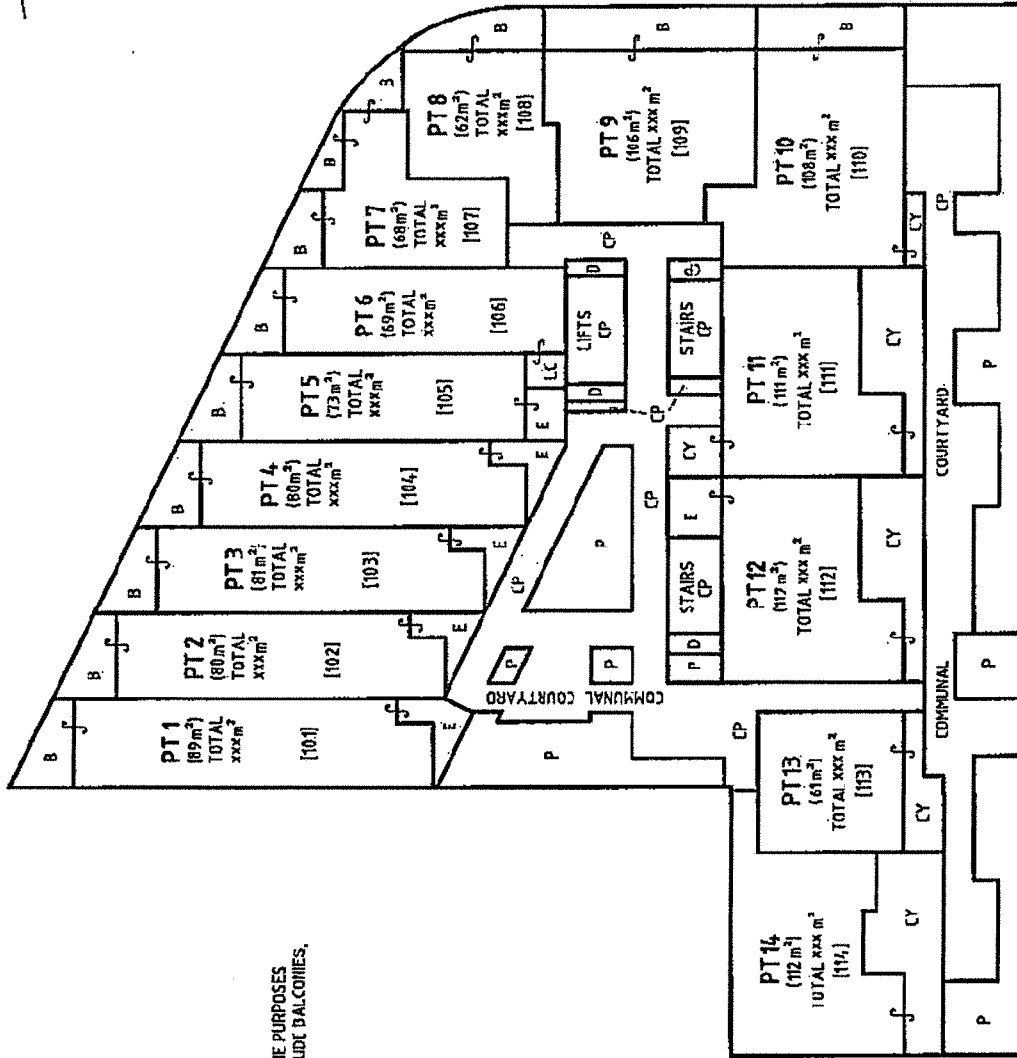
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FLOOR PLAN
LEVEL 1

[101] DENOTES APARTMENT NUMBER

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- P DENOTES PLANTER (CP)
- B DENOTES BALCONY
- E DENOTES ENTRY
- CY DENOTES COURTYARD
- LC DENOTES LIGHT COURT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, COURTYARDS, ENTRIES & LIGHT COURT WHERE SHOWN.



Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
Reference: 53028 SP

PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

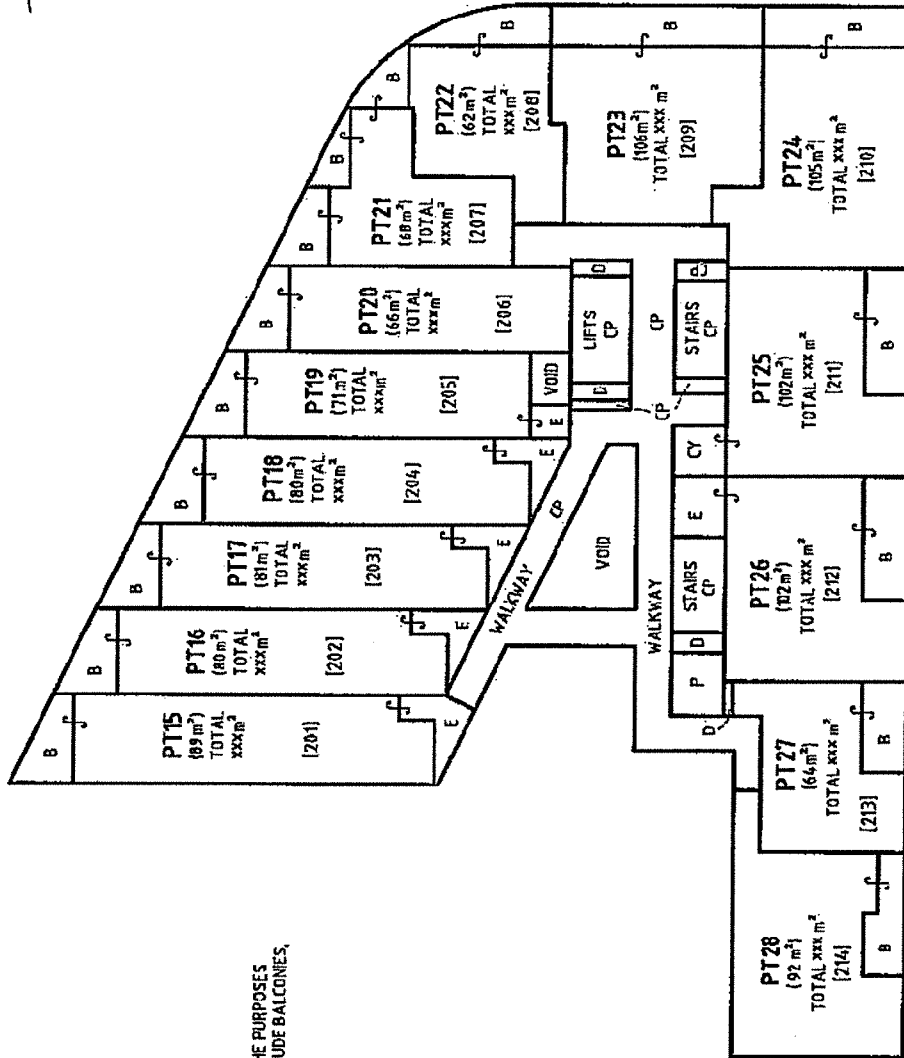
FLOOR PLAN
LEVEL 2

THIS IS A DRAFT STRATA PLAN ONLY. FINAL DIMENSIONS,
AREAS AND LAYOUTS ARE SUBJECT TO SURVEY.

[201] DENOTES APARTMENT NUMBER

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- P DENOTES PLANTER (CP)
- B DENOTES BALCONY
- E DENOTES ENTRY
- CY DENOTES COURTYARD

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OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES,
COURTYARDS & ENTRIES WHERE SHOWN.



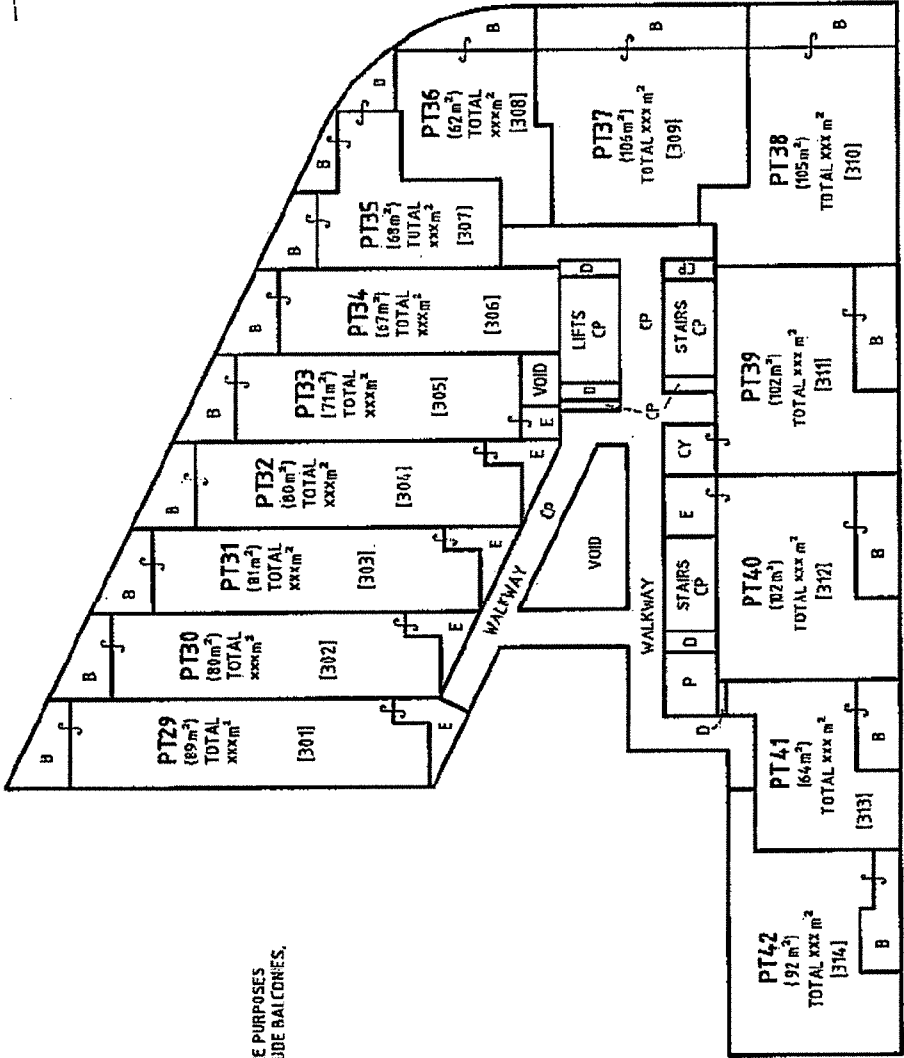
Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Data:
Reference: 53028 SP

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

DRAFT STRATA
Issue: A3
Date: 15.04.20

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FLOOR PLAN
LEVEL 3



[301] DENOTES APARTMENT NUMBER

CP DENOTES COMMON PROPERTY

D DENOTES DUCT (CP)

P DENOTES PLANTER (CP)

B DENOTES BALCONY

E DENOTES ENTRY

CY DENOTES COURTYARD

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, COURTYARDS & ENTRIES WHERE SHOWN.

Surveyor:

Name: CHRISTOPHER THOMAS NORTON

Date:

Reference: 53028 SP

PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

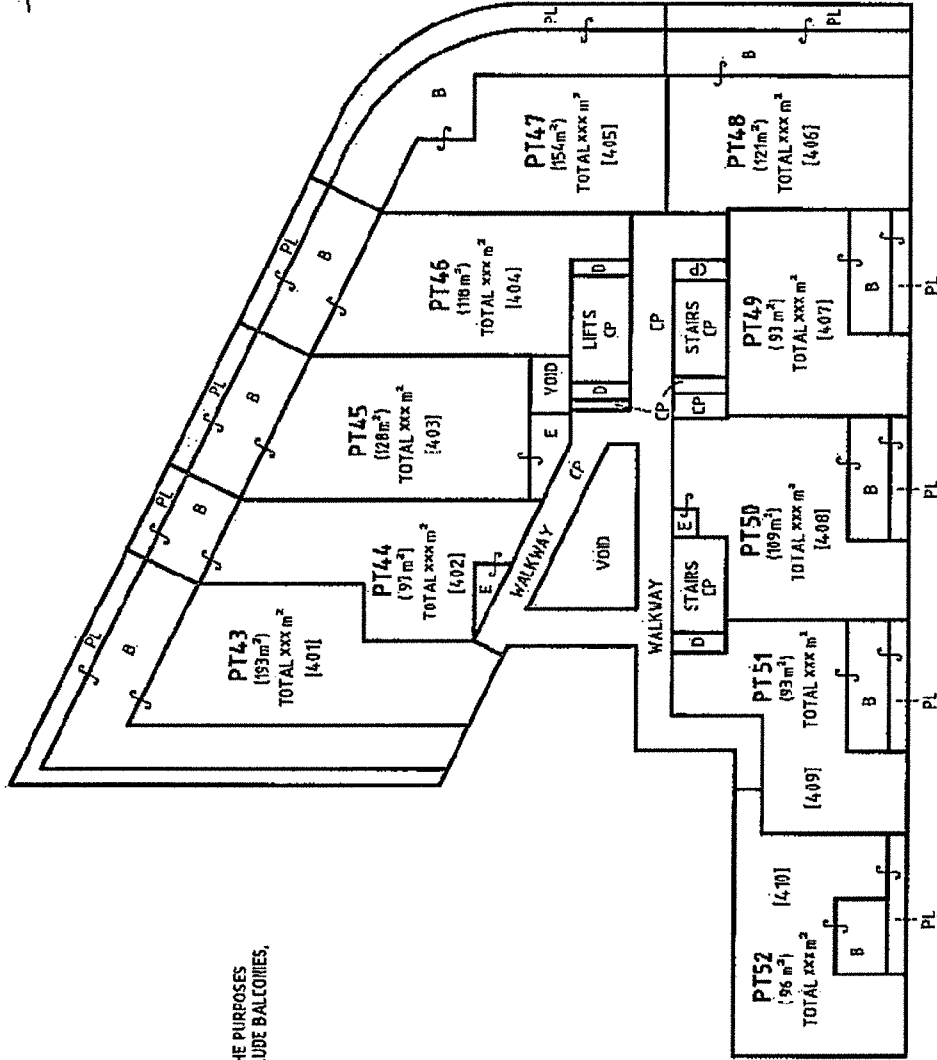
THIS IS A DRAFT STRATA PLAN ONLY. FINAL DIMENSIONS, AREAS AND LAYOUTS ARE SUBJECT TO SURVEY.

FLOOR PLAN
LEVEL 4

[401] DENOTES APARTMENT NUMBER

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- B DENOTES BALCONY
- E DENOTES ENTRY
- PL DENOTES PLANTER

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015. THEY INCLUDE BALCONIES, PLANTERS & ENTRIES WHERE SHOWN.



Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
Reference: 53028 SP

PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
Reduction Ratio: 1:250
Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

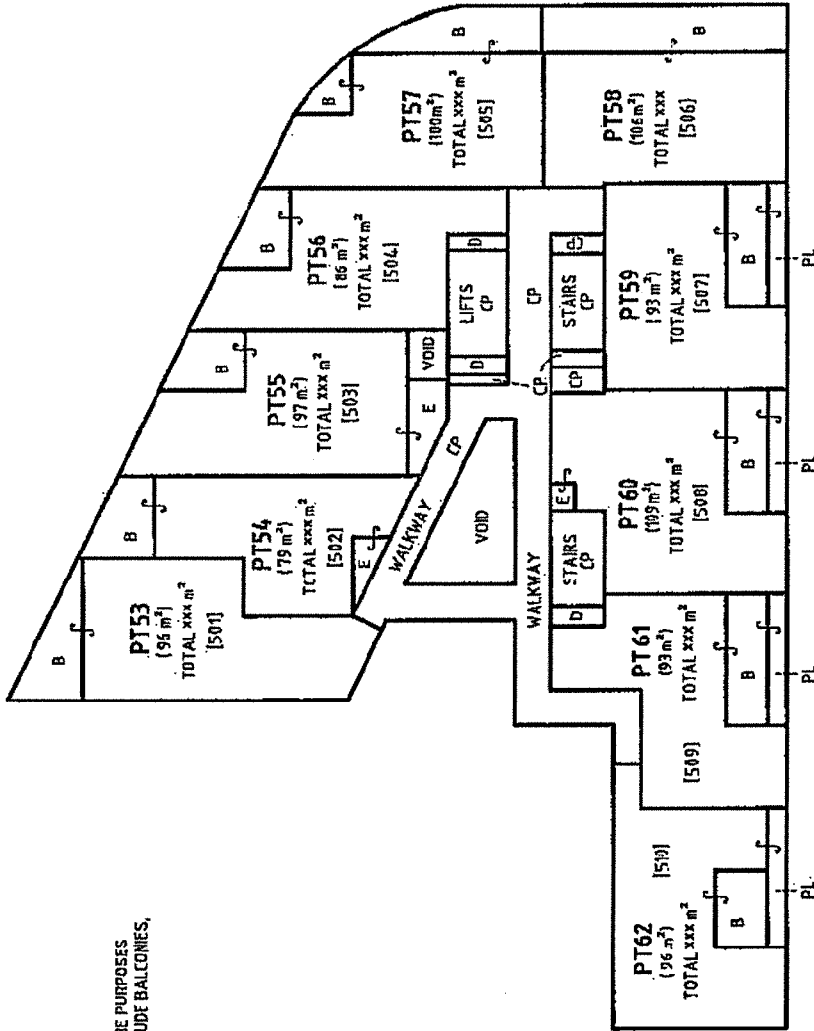
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FLOOR PLAN
LEVEL 5

[501] DENOTES APARTMENT NUMBER

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- B DENOTES BALCONY
- E DENOTES ENTRY
- PL DENOTES PLANTER

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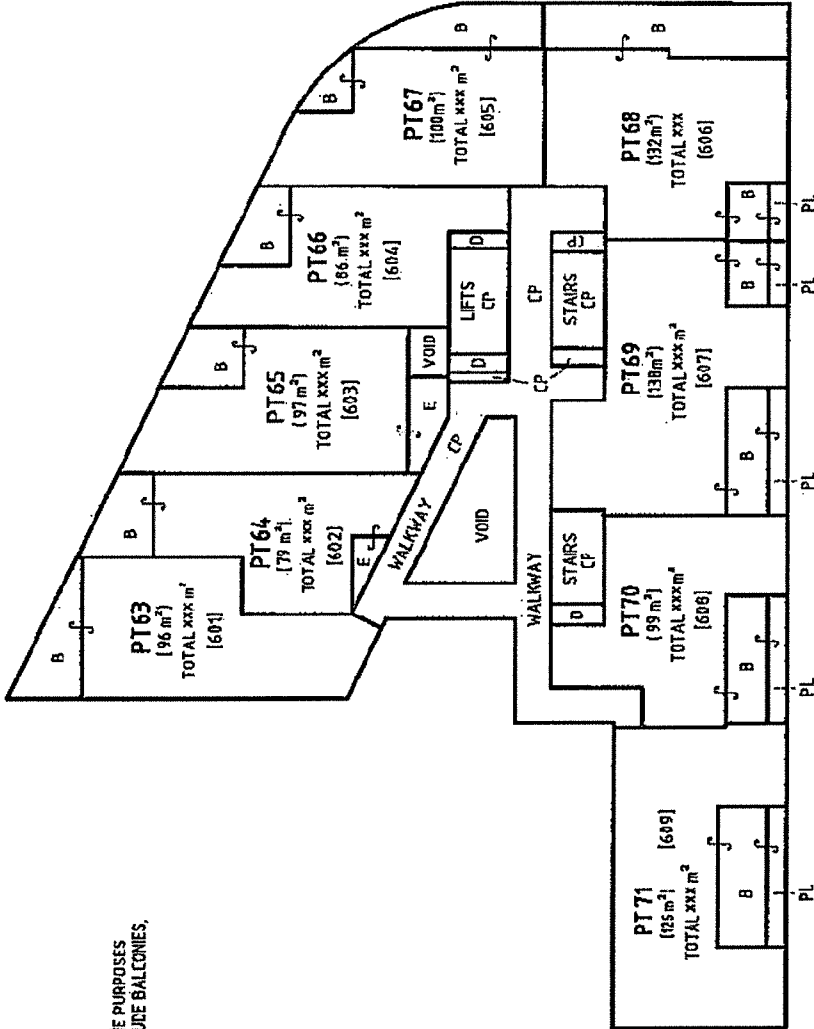
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FLOOR PLAN
LEVEL 6

[601] DENOTES APARTMENT NUMBER

- CP DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)
- B DENOTES BALCONY
- E DENOTES ENTRY
- PL DENOTES PLANTER

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Surveyor:
Name: CHRISTOPHER THOMAS NORTON
Date:
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PLAN OF SUBDIVISION
LOT 100 D.P.
(being Lot 1 D.P. 710661)

L.G.A. NORTHERN BEACHES
Locality: DEE WHY
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Lengths are in metres

Registered:

DRAFT STRATA
Issue: A3
Date: 15.04.20

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 34 sheets
Registered:	Office Use Only	Office Use Only

INSTRUMENT SETTING OUT THE DETAILS OF BY-LAWS TO BE CREATED UPON REGISTRATION OF THE STRATA PLAN

Strata Plan By-Laws

2 Delmar Parade, Dee Why

Approved Form 7	Strata Plan By-Laws	Sheet 2 of 34 sheets
Registered:	Office Use Only	Office Use Only

INDEX

SECTION ONE – INTRODUCTION	4
1. NOISE.....	4
2. VEHICLES	4
3. OBSTRUCTION OF COMMON PROPERTY AND PREVENTION OF HAZARDS	4
4. BEHAVIOUR AND COMPLIANCE WITH BY-LAWS.....	4
5. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING.....	5
6. USE OF AND DAMAGE OF COMMON PROPERTY	5
7. CLEANING WINDOWS AND DOORS	6
8. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY	6
9. FLOOR COVERINGS.....	7
10. DRYING OF LAUNDRY ITEMS.....	8
11. BARBEQUE ON BALCONY	8
12. STORAGE ON COMMON PROPERTY	9
13. STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS.....	9
14. FIRE CONTROLS, EMERGENCY RESPONSE AND SECURITY GENERALLY	9
15. GARBAGE DISPOSAL	11
16. KEEPING ANIMALS.....	13
17. APPEARANCE OF LOT.....	14
18. PLANTER BOXES.....	14
19. WINDOW COVERINGS.....	15
20. INSTALLATIONS	15
21. CARRYING OUT BUILDING WORK	15
22. STRUCTURAL SUPPORT IN THE BUILDING	17
23. CHANGE IN USE OF LOT TO BE NOTIFIED	17
24. INSURANCE	18
25. USE OF STORAGE AND CARPARKING SPACES	18
26. USE OF RESIDENTIAL VISITOR CAR SPACES.....	18
27. USE OF RETAIL/COMMERCIAL VISITOR CAR SPACES	19
28. LIFT.....	19
29. EXCLUSIVE SERVICES	19
30. SIGNAGE.....	20
31. SIGNAGE FOR RETAIL LOTS	20

Approved Form 7	Strata Plan By-Laws	Sheet 3 of 34 sheets
Registered:	Office Use Only	Office Use Only

32. NOTICE BOARD	21
33. AGREEMENT WITH CARETAKER	21
34. BUILDING MANAGEMENT AND AN OWNER AND OCCUPIER OF A LOT	22
35. RULES	22
36. EXCLUSIVE USE BY-LAWS	22
37. AIR CONDITIONING FOR UNITS IN THE STRATA SCHEME	23
38. RETAIL LOT FITOUT	24
39. RETAIL LOT BUILDING WORKS	24
40. CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES	27
41. LOADING DOCK	27
42. GREASE TRAP AND EXHAUST VENT	27
43. OPERATION OF BUSINESSES FROM THE RETAIL LOTS	28
44. SHOPFRONT OF RETAIL LOTS	29
45. DEVELOPMENT APPLICATIONS	29
46. RETAIL TOILETS AND WATER CLOSET	30
47. DICTIONARY, INTERPRETATION AND PERFORMAMNCE OF OBLIGATIONS	30

Approved Form 7	Strata Plan By-Laws	Sheet 4 of 34 sheets
Registered:	Office Use Only	Office Use Only

SECTION ONE – INTRODUCTION

1. NOISE

An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

2. VEHICLES

As Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not park or stand any motor vehicle or other vehicle on Common Property except with the written approval of the Owners Corporation.

3. OBSTRUCTION OF COMMON PROPERTY AND PREVENTION OF HAZARDS

- (a) An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not obstruct the lawful use of Common Property by any person.
- (b) An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not do anything on the Lot or the Common Property that is likely to create a hazard or danger to the Owner or Occupier of another Lot or any person lawfully using the Common Property.

4. BEHAVIOUR AND COMPLIANCE WITH BY-LAWS

- (a) An Owner or Occupier of a Lot (or any invitees of the 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.
- (b) 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.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier comply with all the By-Laws, and that such invitees promptly leave the Building in the event of any non-compliance.
- (d) An Owner or Occupier of a Lot must not smoke when on Common Property and must ensure that there is no smoking on Common Property by any invitees of the Owner or Occupier.
- (e) If a Lot is leased or licensed, the Owner must make sure that the tenant or licensee and their invitees comply with all the By-Laws and the Owner must take all action available, including action under the lease or licence agreement to make them comply or leave the Strata Scheme.

Approved Form 7	Strata Plan By-Laws	Sheet 5 of 34 sheets
Registered:	Office Use Only	Office Use Only

5. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not permit any child of whom the Owner or Occupier has control to play on Common Property within the Building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

6. USE OF AND DAMAGE OF COMMON PROPERTY

6.1 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not:

- (a) do or permit anything to be done which might cause structural or other damage to the Building or Common Property including without limitation bringing into the Building any heavy equipment, plant, machinery or vehicle; or
- (b) interfere with any personal property or equipment of the Owners Corporation situated in or on the Common Property; or
- (c) interfere with the proper operation of any equipment in or on the Common Property including without limitation lifts and security devices.

6.2 An Owner or Occupier of a Lot must

- (a) only use the Common Property and any equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or defect in the Common Property or any equipment situated there; and
- (c) reimburse the Owners Corporation for the costs of any damage to Common Property caused by an Owner or Occupier of a Lot (or any invitees of that Owner or Occupier).

6.3 An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the prior written approval of the Owners Corporation.

6.4 An approval given by the Owners Corporation under By-Law 6.3 cannot authorise any additions to the Common Property.

6.5 By-Law 6.3 does not prevent an Owner or person authorised by the Owner from installing:

- (a) any lock for protection of the Owner's Lot against intruders; or
 - (b) any structure or device to prevent harm to children,
- provided always that the BCA provisions and all relevant building and fire safety codes and regulations are complied with.

6.6 Any such lock, structure or device referred to in By-Law 6.5 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.

Approved Form 7	Strata Plan By-Laws	Sheet 6 of 34 sheets
Registered:	Office Use Only	Office Use Only

- 6.7 Notwithstanding By-Laws 6.5 and 6.6, an Owner or Occupier of a Lot must not install or attach any security grille to the exterior windows or doors of their Lot (including entry).
- 6.8 Notwithstanding By-Laws 6.5 and 6.6, an Owner or Occupier of a Lot must not install or attach any flyscreen that has not been approved by the Owners Corporation or its Executive Committee to the exterior windows of their Lot. Decoratively framed flyscreens that alter the appearance of the building are not permitted.
- 6.9 Despite By-Law 6.3 and despite section 106 of the Management Act, the Owner of a Lot must:
- maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 6.5 that forms part of the Common Property and that services the Lot; and
 - repair any damage caused to any part of the Common Property by the installation or removal of any lock, structure or device referred to in By-Law 6.5 that forms part of the Common Property and that services the Lot.
- 6.10 An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not:
- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property; or
 - use for his or her own purposes as a garden any portion of the Common Property.
- 6.11 An Owner or Occupier of a Lot (or any invitees of the Owner or Occupier of a Lot) must not feed or in any way attempt to attract pigeons, seagulls or any other bird or animal at or near any boundary of a Lot or any part of a Lot or the Common Property.

7. CLEANING WINDOWS AND DOORS

- 7.1 An Owner or Occupier of a Lot must keep clean all glass in windows and all doors and all balustrades on the boundary of the Lot, including so much thereof as is Common Property, unless:
- the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- 7.2 In the event that the Owners Corporation makes a resolution in accordance with By-Law 7.1(a), the Owners Corporation shall be entitled to access the external areas of a Lot upon no less than two (2) business days' notice to the Owner or Occupier of a Lot for the purposes of carrying out the cleaning of external glass windows and doors.
- 7.3 An Owner or Occupier of a Lot must report any breakages to the Owners Corporation.

8. MOVING FURNITURE AND OTHER OBJECTS ON OR THROUGH COMMON PROPERTY

Approved Form 7	Strata Plan By-Laws	Sheet 7 of 34 sheets
Registered:	Office Use Only	Office Use Only

- 8.1 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not transport any goods and equipment, furniture or large objects through or on Common Property within the Building except in accordance with this By-Law 8 and only after sufficient notice has first been given to the Executive Committee or the Manager, so as to allow a representative of the Owners Corporation to be present at the time when the Owner or Occupier (or any invitees) does so.
- 8.2 Before an Owner or Occupier (or any invitees of the Owner or the Occupier of a Lot) moves any goods and equipment, furniture or large objects through or on Common Property within the Building (Removals), the Owner or Occupier must make arrangements with the Executive Committee or the Manager in writing within a reasonable time (at least 24 hours) before Removals are carried out:
- (a) to book the lift;
 - (b) to ensure that lift covers are in place;
 - (c) to give notice of any necessary security arrangements; and
 - (d) to notify any representative of the Owners Corporation (if considered necessary).
- 8.3 Removals may only be carried out on Monday to Saturday between the hours of 9.00am and 4.00pm or in accordance with the permitted hours determined by the Owners Corporation from time to time.
- 8.4 An Owner or Occupier of a Lot must ensure that:
- (a) all Removals are to be carried out in the lift booked with the Executive Committee or the Manager; and
 - (b) all areas are protected from damage when carrying out Removals and all rubbish is removed from the Strata Scheme and its surrounds; and
 - (c) all Removals are transported in the manner reasonably directed by the Executive Committee or the Manager; and
 - (d) all deliveries whatsoever, particularly deliveries by removalist trucks or otherwise are to be made or received from those areas in the Common Property in the Building designated for such purposes.
- 8.5 In the event of any damage to the Common Property resulting from a failure by the Owner or Occupier of a Lot to comply with the provisions of this By-Law 8, then the Owners Corporation may repair such damage, and is entitled to recover from the Owner of that Lot all the Owners Corporation's costs of undertaking such repairs. Such costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.
- 8.6 For the purposes of this By-Law 8, "goods and equipment" includes construction materials, construction equipment and the like.

9. FLOOR COVERINGS

Approved Form 7	Strata Plan By-Laws	Sheet 8 of 34 sheets
Registered:	Office Use Only	Office Use Only

9.1 An Owner or Occupier of a Lot must:

- (a) not replace or remove any flooring in the Lot (including but not limited to flooring comprising timber, parquet, marble, stone or other hard surface extant at the date of registration of this By-Law) without the prior written consent of the Owners Corporation; and
- (b) 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.

9.2 In the event that an Owner or Occupier of a Lot wishes to replace or remove any existing flooring in the Lot with another type of flooring (other than carpet), the Owner acknowledges and understands that the minimum standard to be achieved for any such floor finish must be the current minimum standard prescribed under the BCA as amended from time to time. Further, an Owner must provide the Owners Corporation with an acoustic report signed by an acoustic engineer or other appropriately qualified person following installation of flooring with the prior written consent of the Owners Corporation, to demonstrate compliance with this By-Law.

9.3 This By-Law 9 does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

10. DRYING OF LAUNDRY ITEMS

An Owner or Occupier of a Lot must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel in such a way as to be visible from outside the Building.

11. BARBEQUE ON BALCONY

11.1 An Owner or Occupier of a Lot may store and operate a portable barbeque on their balcony if:

- (a) it will not, and is not likely to, cause damage to the Building, property of another Owner or Occupier or neighbouring property; and
- (b) is not or is not likely to become dangerous (e.g. a lightweight portable barbeque likely to be blown away in windy conditions) or create a nuisance (e.g. by excessive or smoke); and
- (c) it is kept covered when it is not in operation; and
- (d) it is kept clean and tidy.

11.2 An Owner or Occupier of a Lot may store and operate the following types of portable barbeques on their Balcony:

- (a) a covered kettle style portable barbeque; or
- (b) a covered gas or electric portable barbeque; or
- (c) any other type approved by the Owners Corporation.

An Owner or Occupier of a Lot may not store or operate a portable barbeque on their balcony if that portable barbeque has no cover.

Approved Form 7	Strata Plan By-Laws	Sheet 9 of 34 sheets
Registered:	Office Use Only	Office Use Only

11.3 An Owner or Occupier of a Lot may only operate their barbeque between 9.00am and 10.00pm or during other hours approved by the Owners Corporation.

11.4 When an Owner or Occupier of a Lot uses a barbeque, it must not create smoke, odours or noise which causes a nuisance to or interferes unreasonably with another Owner or Occupier.

12. STORAGE ON COMMON PROPERTY

12.1 An Owner or Occupier of a Lot must:

- (a) not store any goods and belongings on Common Property or on any areas designated for access;
- (b) do all things reasonably necessary to ensure that driveways and other areas designated for access are kept clear and trafficable at all times.

12.2 This By-Law does not apply to any garbage or recyclable waste disposed of and stored temporarily in the proper receptacles in areas designated for such purposes in any Common Property garbage room, in accordance with the provisions of By-Law 15.

13. STORAGE OF FLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

13.1 An Owner or Occupier of a Lot must not, except with the approval in writing of the Owners Corporation, use or store on the Common Property any flammable chemical, liquid or gas or other flammable material, or containers for such materials.

13.2 By-Law 13.1 does not apply to chemicals, liquids or 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.

14. FIRE CONTROLS, EMERGENCY RESPONSE AND SECURITY GENERALLY

14.1 The Owners Corporation must take reasonable steps to prevent fires and other hazards.

14.2 The Owners Corporation and each Owner and Occupier must comply with all laws about fire safety and control and must:

- (a) not interfere with fire safety and control devices and equipment within a Lot or on Common Property, including without limitation painting over or otherwise interfering with any fire or smoke detectors installed within a Lot;
- (b) at all reasonable times, provide access to their Lot to the Owners Corporation (or to contractors engaged by it) for the purposes of inspection, maintenance, repair or replacement of any fire safety and control devices and equipment located in, or accessible only from within, the Lot;
- (c) not obstruct any fire stairs or fire escapes in the Building;
- (d) take reasonable care to make sure that fire and security doors are locked or closed when not in use; and

Approved Form 7	Strata Plan By-Laws	Sheet 10 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (e) otherwise comply with all laws and the requirements of Council and any other relevant and competent authority regarding fire regulations.
- 14.3 In order to carry out the above matters and any of its other obligations, the Owners Corporation may:
- (a) install and operate fire safety and control devices and equipment; and
 - (b) make arrangements with third parties about the installation, maintenance and operation of such fire safety and control devices and equipment.
- 14.4 Without limiting the foregoing, in the event of any failure by the Owner or Occupier of a Lot to comply with any provision of By-Law 14.2, then the Owners Corporation shall be entitled to recover from the Owner of that Lot all additional costs incurred by the Owners Corporation as a result of such failure. Such additional costs shall be a debt due and payable on demand by the Owner of that Lot to the Owners Corporation.
- 14.5 Within 2 months from the date of registration of these By-Laws, the Owners Corporation shall adopt an emergency response and evacuation plan, which must provide for the safety of Owners and Occupiers in case of an emergency including:
- (a) an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
 - (b) provision for the appointment of a nominated person by the Occupiers of the Building to ensure compliance with the emergency response and evacuation plan;
 - (c) requirements for maintenance operations, testing and certification procedures for fire safety and control devices and equipment and other safety equipment.
- 14.6 The Owners Corporation must take reasonable steps to stop intruders from coming into the Building. In order to do so, the Owners Corporation may:
- (a) install and operate security cameras and other surveillance equipment on the Common Property;
 - (b) install and operate safety devices and equipment on the Common Property; and
 - (c) make arrangements with third parties about the installation, maintenance and operation of such equipment.
- 14.7 An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must:
- (a) not interfere with security or surveillance equipment in the Building; or
 - (b) do anything which might prejudice the security or safety of the Building.
- 14.8 Security – general
- (a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

Approved Form 7	Strata Plan By-Laws	Sheet 11 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- (e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

14.9 Access

If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict, by means of Security Key, access to one level of the Building to any other level.

14.10 Restricted access

- (a) If the Owners Corporation restricts access under By-Law 14.9, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.
- (b) The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.
- (c) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

14.11 Owners Corporation may re-code security keys

The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.

14.12 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

15. GARBAGE DISPOSAL

- 15.1 No garbage collection associated with Retail Lots is permitted between 10 pm and 6 am on any day.

Approved Form 7	Strata Plan By-Laws	Sheet 12 of 34 sheets
Registered:	Office Use Only	Office Use Only

- 15.2 Each Owner or Occupier of a Retail Lot within the building must in a proper and timely manner and at its own cost dispose of its waste and rubbish in the designated retail waste room and ensure that garbage from his garbage bin is made available for collection by their waste collector.
- 15.3 The Owners Corporation may rectify any failure of an Owner or Occupier to comply with this by-law and recover the cost of doing so from the Owner of the relevant Retail Lot in respect of which the failure has occurred.
- 15.4 Garbage collection associated with the Residential Lots shall be restricted to 6 am to 6 pm Monday to Sunday.
- 15.5 The Owner or Occupier of a Lot:
- must dispose of recyclable waste by placing it in an appropriate container in the appropriate garbage room located on the Common Property;
 - must ensure that before refuse is placed in any receptacle it is securely wrapped or, in the case of tins or other containers, completely drained;
 - must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled; and
 - must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.
- 15.6 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 likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 15.7 Garbage Chute
- Owners and Occupiers jointly have use of the garbage chute for the disposal of household garbage according to this By-Law.
 - Owners and Occupiers must drain and securely wrap any household garbage and put same in the garbage chute.
 - Owners and Occupiers must not:
 - leave garbage or recyclable materials on Common Property except according to this By-Law;
 - put bottles or glasses in the garbage chute;
 - put liquids in the garbage chute;
 - put items such as broom and mop handles, coat hangers or umbrellas or that weigh more than 2.5 kilograms in the garbage chute; or put boxes or large articles in the garbage chute.

Approved Form 7	Strata Plan By-Laws	Sheet 13 of 34 sheets
Registered:	Office Use Only	Office Use Only

- 15.8 Owners and Occupiers of a Lot must use the garbage room designated on the ground floor of the Building for boxes or large articles (weighing over 2.5 kilograms).

16. KEEPING ANIMALS

- 16.1 Subject to section 139(5) of the Management Act, an Owner or Occupier of a Lot must not keep any animal on the Lot or the Common Property without obtaining the prior written consent of the Owners Corporation.

- 16.2 Despite By-Law 16.1 but subject always to By-Laws 16.3, 16.5 and 16.6, an Owner or Occupier of a Residential Lot may keep on the Lot:

- (a) one small dog (being a breed of dog which does not exceed 20 kilograms at its fully-grown stage); or
- (b) one cat; or
- (c) one small caged bird; or
- (d) fish kept in a secure aquarium

without the need to obtain the prior written consent of the Owners Corporation.

- 16.3 If an Owner or Occupier of a Lot keeps a small dog or a cat or a small caged bird on the Lot permitted under By-Law 16.2, then the Owner or Occupier must:

- (a) notify the Owners Corporation that the animal is kept on the Lot; and
- (b) keep the animal within the Lot; and
- (c) carry the animal when it is on the Common Property; and
- (d) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal; and
- (e) ensure that the behaviour of the animal (including but not limited to noise) does not interfere with the reasonable quiet enjoyment of any other Owner or Occupier; and
- (f) indemnify the Owners Corporation for any:
 - (i) damage to or loss of property caused by the animal; and
 - (ii) injury to any person caused by the animal; and
 - (iii) noise which is disturbing to the extent that it is unreasonable.

- 16.4 If the Owners Corporation gives its prior written consent under By-Law 16.1 to the keeping of an animal, then an Owner or Occupier of a Lot seeking such approval acknowledges that the Owners Corporation may impose such conditions as to the keeping of such an animal in that Owner or Occupiers Lot and whilst on Common Property as the Owners Corporation thinks fit.

Approved Form 7	Strata Plan By-Laws	Sheet 14 of 34 sheets
Registered:	Office Use Only	Office Use Only

16.5 Despite the provisions of By-Law 16.2, on no account is an Owner or Occupier of a Lot permitted to keep in that Lot any:

- (a) pit bull terrier;
- (b) Japanese tosa;
- (c) other outcross;
- (d) dog prohibited from importation into Australia by the Commonwealth government; or
- (e) unregistered dog or any dog declared as dangerous under the Companion Animals Act 1998 from time to time.

16.6 The Owners Corporation may withdraw its consent to the keeping of an animal under this By-Law 16 at any time if the animal becomes vicious, noisy, offensive or a nuisance. If the Owners Corporation withdraws its consent to the keeping of an animal under this By-Law, the Owner or Occupier must remove the animal immediately from the Strata Scheme and keep the animal away from the Strata Scheme.

17. APPEARANCE OF LOT

The Owner or Occupier of a Lot must not, except with the prior written consent of the Owners Corporation, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the building.

18. PLANTER BOXES

18.1 An Owner or Occupier whose Lot includes a Planter Box on the boundary of the Lot or balcony adjoining, or within the Lot must ensure that:

- (a) so far as is practicable, any grass and plants in the Planter Box are maintained in a healthy and vigorous condition, and is in keeping with the appearance of the Building;
- (b) any grass which is damaged, diseased or dies, is promptly replaced, where practicable, with grass or a plant of the same species and similar size, or with another plant as agreed with the Owners Corporation;
- (c) the Planter Box and irrigation system are properly maintained and kept in a state of good repair in accordance with the directions given by the Owners Corporation from time to time; and
- (d) the irrigation system is not turned off, removed or otherwise interfered with.

18.2 If an Owner or Occupier fails to comply with this By-Law 18 the Owners Corporation may give notice requiring compliance.

18.3 If an Owner or Occupier fails to comply with a notice given under this By-Law 18, the Owners Corporation may, at the expense of the Owner or Occupier, carry out works reasonably necessary to ensure compliance with this By-Law 18.

Approved Form 7	Strata Plan By-Laws		Sheet 15 of 34 sheets
Registered:	Office Use Only	Office Use Only	

- 18.4 Any expense incurred by the Owners Corporation under this By-Law is recoverable as a debt against the Owner or Occupier in a court or tribunal of competent jurisdiction.

19. WINDOW COVERINGS

- 19.1 Any curtain, shutter or blind in a window or door, which faces public or common areas, must have a backing coloured white or off-white unless otherwise authorised in writing by the Owners Corporation, and must not detract from the visible amenity of the Building and must be in keeping with the rest of the Building.
- 19.2 An Owner or an Occupier of a Lot must not install vertical blinds or venetian blinds.
- 19.3 If curtains are installed by an Owner or an Occupier of a Lot they must be sheer curtains or block out curtains with a lining in white or off-white to the outside face, and with no other colour showing to the outside face.
- 19.4 If roller blinds or shutters are installed by an Owner or an Occupier of a Lot they must have a white or off-white outside face, and with no other colour showing to the outside face.
- 19.5 An Owner or an Occupier of a Lot must not install any awnings to their windows or electronic sunscreens that are visible from outside the Lot, unless the prior written consent of the Owners Corporation is obtained.

20. INSTALLATIONS

- 20.1 An Owner or Occupier of a Lot must not:
- (a) operate electronic equipment or devices which interfere with equipment or appliances in other Lots or on Common Property;
 - (b) install or operate security devices which have an audible signal or alarm; or
 - (c) attach or hang aerial, satellite dishes or other external transmission devices, security devices or electronic wires on the exterior of their Lot or on Common Property; or
 - (d) install or affix furniture, decorative objects, brackets, hangers, shelves, trellises or any other items to the balcony or terrace of a Lot that are:
 - (e) attached to Common Property; or
 - (f) visible from outside the Lot; or
 - (g) install, fit, remove or alter any lock or other door hardware which will reduce the fire rating of the entrance door to any Lot below the rating required by the BCA for such entrance door.
- 20.2 Except where these By-Laws state to the contrary, an Owner or Occupier must properly maintain and keep in good repair any dedicated equipment or installation which services their Lot.

21. CARRYING OUT BUILDING WORK

Approved Form 7	Strata Plan By-Laws	Sheet 16 of 34 sheets
Registered:	Office Use Only	Office Use Only

21.1 An Owner or Occupier of a Lot must comply with this By-Law 21 if it wants to:

- (a) carry out building works or alterations in the Building (including to that Owner or Occupier's Lot);
- (b) carry out works to services in the Building (including to that Owner or Occupier's Lot); or
- (c) alter the structure of the Lot.

21.2 An Owner or Occupier of a Lot may carry out minor works and alterations to their Lot without the need for consent from the Owners Corporation. For the purposes of this By-Law 21.2, "minor works and alterations" include refurbishment works, fit out works and modification works to the interior of a Lot that:

- (a) are carried out in compliance with these By-Laws; and
- (b) do not in any way affect any structural or Common Property walls, ceilings, columns, services, acoustically treated or fire rated surfaces; and
- (c) do not constitute a significant impact on the amenity of living in the Building.

Such minor works and alterations shall also include the painting or the fixing of fixtures and fittings to interior walls of a Lot provided that no claim or repair or rectification of the Common Property is required or to be made by the Owners Corporation in connection with or resulting from these minor works or alterations.

21.3 If an Owner or Occupier of a Lot proposes to undertake minor works or alterations to their Lot that, pursuant to By-Law 21.2, do not require the consent of the Owners Corporation, then the Owner or Occupier of the Lot must, prior to commencing such minor works or alterations, give the Owners Corporation not less than 14 days advance written notice describing the proposed works and the likely timeframe for carrying out such works.

21.4 Despite any other By-Law, the Owners Corporation must not approve:

- (a) penetrations to the existing facade of the Building; or
- (b) any works to a Lot relating to an unlawful purpose or a prohibited use.

21.5 Should an Owner or Occupier of a Lot wish to carry out any works that are not minor works and alterations and/or which require alteration to the structure of the Building, then the Owner or Occupier of a Lot must comply with the provisions of By-Law 22.

21.6 Before carrying out any works or alterations referred to in By-Law 21.1 that are not minor works or alterations referred to in By-Law 21.2 and/or which otherwise require the consent of the Owners Corporation, an Owner or Occupier of a Lot must:

- (a) obtain the prior written consent from the Owners Corporation to such works or alterations; and
- (b) if required By-Law, obtain the prior written consent of Council and any other relevant and competent authority.

Approved Form 7	Strata Plan By-Laws	Sheet 17 of 34 sheets
Registered:	Office Use Only	Office Use Only

- 21.7 The Owners Corporation may not unreasonably withhold its consent to any works or alterations proposed to be carried out by an Owner or Occupier of a Lot if:
- (a) the works are consistent with the use of the Lot for a proper lawful purpose;
 - (b) the use of Common Property by other Owners and Occupiers will not be adversely affected; and
 - (c) the Owner of the Lot enters into a covenant (binding on successors, assigns or transferees) with the Owners Corporation to comply with any and all conditions which the Owners Corporation may reasonably require.
- 21.8 The Owners Corporation must give its consent pursuant to this By-Law 21 to any proposed works or alterations within a reasonable time.
- 21.9 When carrying out any works pursuant to this By-Law 21, an Owner or Occupier of a Lot must
- (a) before commencing the works or alterations, find out where the services lines or pipes are located; and
 - (b) not damage the service lines or pipes or interrupt services; and
 - (c) carry out works or alterations in a proper manner, without undue delay and to the reasonable satisfaction of the Owners Corporation, Council and any other relevant authority; and
 - (d) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation; and
 - (e) repair any and all damage to the Common Property or to another Owner or Occupier (including another Owner or Occupier's Lot) caused by the carrying out of such works or alterations.

22. STRUCTURAL SUPPORT IN THE BUILDING

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans and approvals to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of Council and any other relevant and competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the consent authority and the Owners Corporation.

23. CHANGE IN USE OF LOT TO BE NOTIFIED

- 23.1 Nothing in this By-Law 23 should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of Council and with all relevant and competent authorities, and in accordance with these By-Laws.
- 23.2 An Owner or Occupier of a Lot must not use that Lot or any part of the Common Property for any use other than as residential premises.

Approved Form 7	Strata Plan By-Laws	Sheet 18 of 34 sheets
Registered:	Office Use Only	Office Use Only

24. INSURANCE

- 24.1 An Owner or Occupier of a Lot must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.
- 24.2 If the Owners Corporation gives an Owner or Occupier of a Lot consent under this By-Law. It may make conditions that require an Owner or Occupier of a Lot to reimburse the Owners Corporation for any increased premium. If an Owner or Occupier of a Lot do not agree with the conditions, the Owners Corporation may refuse its consent.
- 24.3 An Owner or Occupier of a Lot must not do or permit anything to be done that might invalidate, suspend or increase the premium payable for any insurances effected by the Owners Corporation.
- 24.4 An Owner or Occupier of a Lot must notify the Owners Corporation if that Owner or Occupier changes the existing use of the Lot in such a way that may affect the Insurance premiums effected by the Owners Corporation for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot). If the use of a Lot by an Owner or Occupier results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation for the Strata Scheme, the Owner of the relevant Lot must pay that increase in premium to the Owners Corporation within 10 business days of notification in writing by the Owners Corporation

25. USE OF STORAGE AND CARPARKING SPACES

An Owner or Occupier of a Lot can use the storage spaces or car parking space/s attached to or forming part of that Owner or Occupier's Lot (if any) for the purposes of storage, parking motor vehicles or parking motor bikes.

26. USE OF RESIDENTIAL VISITOR CAR SPACES

- 26.1 An Owner or Occupier of a Lot must:
- (a) comply with any rules made by the Owners Corporation in respect to using the Residential Visitor Car Spaces;
 - (b) comply with the By-Laws when using the Residential Visitor Car Spaces;
 - (c) not park or stand any vehicle in a Residential Visitor Car Space;
 - (d) not permit a Visitor of the Owner or Occupier to park or stand a vehicle in a Residential Visitor Car Space for longer than forty-eight (48) hours in any one period;
 - (e) not permit any contractor or employee of the Owner or Occupier to park or stand a vehicle in a Residential Visitor Car Space;
 - (f) not permit a Visitor of the Owner or Occupier to park in the Residential Visitor Car Space which is designated as disabled parking unless their Visitor holds a mobility parking scheme permit issued by a government agency.

Approved Form 7	Strata Plan By-Laws	Sheet 19 of 34 sheets
Registered:	Office Use Only	Office Use Only

27. USE OF RETAIL/COMMERCIAL VISITOR CAR SPACES

27.1 An Owner or Occupier of a Retail Lot or Commercial Lot must:

- (a) comply with any rules made by the Owners Corporation in respect to using the Retail/Commercial Visitor Car Spaces;
- (b) comply with the By-Laws when using the Retail/Commercial Visitor Car Spaces;
- (c) not park or stand any vehicle in a Retail/Commercial Visitor Car Space;
- (d) not permit a Visitor of the Owner or Occupier to park or stand a vehicle in a Retail/Commercial Visitor Car Space for longer than forty-eight (48) hours in any one period;
- (e) not permit any contractor or employee of the Owner or Occupier to park or stand a vehicle in a Retail/Commercial Visitor Car Space;
- (f) not permit a Visitor of the Owner or Occupier to park in the Retail/Commercial Visitor Car Space which is designated as disabled parking unless their Visitor holds a mobility parking scheme permit issued by a government agency.

28. LIFT

The Owner and Occupier of a Lot is entitled, in common with all other Owners and Occupiers of Lots in the Building, to the exclusive use and enjoyment of the lift located in the Building and the Owners Corporation will be solely responsible for the cost of proper maintenance of the lift and keeping it in a state of good repair.

29. EXCLUSIVE SERVICES

- 29.1 The Owners or Occupiers of each Lot have the right to exclusive use and enjoyment of any service that exclusively services their individual Lots that are located in and forming part of the Common Property (Exclusive Services).
- 29.2 The Owners or Occupiers of each Lot are responsible, at their cost, for the ongoing repair and maintenance of the Exclusive Services and must keep the Exclusive Services in good repair and condition.
- 29.3 In the event that the Owners or Occupiers or persons authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this By-Law, the Original Owner during the initial period or the Owners Corporation following the expiration of the Initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this By-Law 29. The costs of the Original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner to the Original Owner or Owners Corporation, as the case may be, on demand.
- 29.4 The terms of this By-Law 29 apply, but only to the extent they are not inconsistent with, the more specific terms set out in this By-Law in respect of:
- (a) the Air Conditioning Equipment referred in By-Law 37;

Approved Form 7	Strata Plan By-Laws	Sheet 20 of 34 sheets
Registered:	Office Use Only	Office Use Only

(b) the Lift referred in By-Law 26; and

(c) Retail Lots – Grease trap and exhaust vent referred in By-Law 42.

30. SIGNAGE

- 30.1 Subject to By-Law 30.3, and except for the Original Owner, the Owner and Occupier of a Lot must not, without the prior approval in writing of the Owners Corporation, erect any advertising or other signs in or on the exterior of the Building, or on the interior of the Building visible from the Common Property or visible from outside the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease.
- 30.2 The rights granted to the Original Owner pursuant to By-Law 30.1 continue until the Original Owner completes the sale of all Lots in the Building.
- 30.3 The Owners Corporation may make, amend or repeal this By-Law only:
- (a) with the written consent of the Original Owner, whilst the Original Owner is the Owner of a Lot or Lots in the Building; and
 - (b) in accordance with a special resolution.
- 30.4 Subject to By-Law 30.3, no writing, drawing, sign board, plate, placard, banner, signal, advertisement or illumination may be inscribed or exposed on or at any window or other part of the Building, and no article may be projected out of any window or over any balcony without the prior approval in writing of the Owners Corporation.

31. SIGNAGE FOR RETAIL LOTS

- 31.1 Notwithstanding By-Law 30 an Owner or Occupier of a Retail Lot may install external signage on the external face of the Building adjacent to the glazing of each Retail Lot without obtaining the prior written consent of the Owners Corporation provided:
- (a) the Owner or Occupier of the Retail Lot obtains approval from all relevant authorities including but not limited to the Council in relation to the proposed signage;
 - (b) the signage location proposed by an Owner or Occupier of a Retail Lot is not inconsistent with the signage location approved in DA 2017/1183 as modified from time to time;
 - (c) the proposed signage does not cause any temporary or permanent form of obstruction, obscurement, impediment, nuisance or visual impairment to, by or from the Residential Lots;
 - (d) the proposed signage does not display and/or is not lit in a manner which may disturb or cause a nuisance to the Owners or Occupiers of the Residential Lots or which may be seen to be offensive in nature in any way whatsoever;
 - (e) the Owner or Occupier maintains the signage and the signage is kept in a good state of repair at all given times and makes good any damage to any surface arising from the installation or removal of such signage; and

Approved Form 7	Strata Plan By-Laws		Sheet 21 of 34 sheets
Registered:	Office Use Only	Office Use Only	

- (f) the Owner or Occupier of the Retail Lot will be solely responsible for any costs, charges and expenses which may be incurred by it in exercising its rights under this By-Law and/or by the Owners Corporation or for works which the Owners Corporation carry out in relation to the signage as a result of the Owner or Occupier of the Retail Lot failing to comply with its obligations under this By-Law 31.

- 31.2 Prior to the installation of any signage in accordance with this By-Law 31, the Owner or Occupier (as the case may be) must provide the Owners Corporation with evidence of approvals from the relevant authorities, certificates of insurance covering the installation of the signage and any other information the Owners Corporation may reasonably require.

32. NOTICE BOARD

The Owners Corporation must cause a notice board to be affixed to some part of the Common Property.

33. AGREEMENT WITH CARETAKER

- 33.1 In addition to its powers under the Management Act, the Owners Corporation has the power to appoint and enter into agreements with the Caretaker to provide management and operational services.

- 33.2 The duties of the Caretaker under an agreement between it and the Owners Corporation may include, without limitation:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Common Property;
- (c) arranging for the inspection and certification of plant and equipment as required By-Law;
- (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
- (e) supervising employees and contractors of the Owners Corporation;
- (f) doing anything else that the Owners Corporation or Manager agrees is necessary for the operation and management of the Building.

- 33.3 The Owners Corporation must accept the provisions of a caretaking agreement entered into by the Original Owner and cannot terminate that caretaking agreement, except in accordance with its terms.

- 33.4 If there is no existing caretaking agreement as contemplated by By-Law 33.3, or at the expiration of the term of the caretaking agreement referred to in By Law 33.3, the Owners Corporation may enter into a caretaking agreement with a Caretaker. Any such caretaking agreement must include:

- (a) the remuneration of the Caretaker for the term; and
- (b) the duties of the Caretaker may be those listed in By-Law 33.2,

Approved Form 7	Strata Plan By-Laws	Sheet 22 of 34 sheets
Registered:	Office Use Only	Office Use Only

and otherwise be on terms and conditions reasonably determined by the Owners Corporation.

- 33.5 The Owners Corporation is not obliged to appoint the same Caretaker originally appointed by the Original Owner (if any).

34. BUILDING MANAGEMENT AND AN OWNER AND OCCUPIER OF A LOT

An Owner or Occupier of a Lot (or any invitees of the Owner or the Occupier of a Lot) must not:

- 34.1 interfere with or stop the Caretaker or the Manager performing their obligations or exercising their rights under their agreements with the Owners Corporation; or
- 34.2 interfere with or stop the Caretaker or the Manager using such parts of the Common Property as the Owners Corporation permits them to use from time to time; or
- 34.3 interfere with or stop an Owner or Occupier (as the case may be) of a Lot enjoying any exclusive use rights granted under these By-Laws.

35. RULES

- 35.1 The Owners Corporation has the power to make rules about the security, control, management operation, use and enjoyment of the Building and, in particular, the use of Common Property.
- 35.2 Subject to these By-Laws (including any exclusive use or special privilege rights of Owners and Occupiers), the Owners Corporation may add to or change the rules at any time.
- 35.3 An Owner or Occupier must comply with the rules.
- 35.4 The Owners Corporation is entitled to delegate any rule making powers to the Executive Committee.
- 35.5 If a rule is inconsistent with the By-Laws or the requirements of a Government Agency, the By-Laws or requirements of the Government Agency prevail to the extent of the inconsistency.

36. EXCLUSIVE USE BY-LAWS

36.1 Purpose of the Exclusive Use By-Laws

To more fairly apportion the costs for maintaining, repairing and replacing Common Property, the Exclusive Use By-Law make Owners responsible for the Common Property which they exclusively use or have the benefit of.

36.2 Interpreting this By-Law

How to change an Exclusive Use By-Law:

The Owners Corporation may, by special resolution:

- (a) create, amend or cancel an Exclusive Use By-Law with the written consent of each Owner who benefits from the Exclusive Use By-Law; and
- (b) amend or cancel this By-Law only with the written consent of each Owner who benefits (or will benefit) from the Exclusive Use By-Law.

Approved Form 7	Strata Plan By-Laws	Sheet 23 of 34 sheets
Registered:	Office Use Only	Office Use Only

36.3 Occupiers may exercise rights

An Owner or Occupier may allow another Owner or an Occupier to exercise their rights under an Exclusive Use By-Law. However, the Owner or Occupier will remain responsible to the Owners Corporation and, where appropriate, council or other government agencies to comply with their obligations under the Exclusive Use By-Law.

36.4 Regular accounts for costs

If an Owner or Occupier is required, under an Exclusive Use By-Law, to contribute towards the costs of the Owners Corporation (to the exclusion of others), the Owners Corporation must give the Owner or Occupier regular accounts of the amounts they owe. The Owners Corporation may:

- (a) include those amounts in notices for administrative fund or sinking fund contributions; and
- (b) require the Owner or Occupier to pay those amounts in advance and quarterly (or for other periods reasonably determined by the Owners Corporation).

36.5 Repairing damage

The Owner or Occupier is personally liable for all damage caused to Common Property or the property of another Owner or Occupier (by the Owner or Occupier, or an invitee, or someone acting on behalf of the Owner or Occupier) when exercising their rights or complying with their obligations under an Exclusive Use By-Law.

36.6 Indemnities

The Owner or Occupier indemnifies the Owners Corporation against all claims and liability caused by exercising their rights or complying with their obligations under an Exclusive Use By-law.

36.7 Additional insurances

In addition to obligations under By-Law 24 (Insurance), an Owner or Occupier must reimburse the Owners Corporation for any increased premium for its insurance policies caused by exercising their rights or performing their obligations under an Exclusive Use By-Law.

37. AIR CONDITIONING FOR UNITS IN THE STRATA SCHEME

37.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.

37.2 In this By-Law 37, "Air Conditioning Equipment" means the air conditioning plant and equipment located in a Lot or on Common Property that services each unit comprising or forming part of a Lot and any pipes, ducting or wiring location on the Common Property that services and is adjacent to that unit comprising or forming part of that Lot.

37.3 Each Owner or Occupier of a Lot has exclusive use of the Air Conditioning Unit which exclusively services their Lot.

37.4 Each Owner or Occupier of a Lot must, at their cost operate, maintain, repair and, where necessary, replace the Air Conditioning Unit which exclusively services their Lot:

- (a) in a proper and safe manner at all times; and

Approved Form 7	Strata Plan By-Laws	Sheet 24 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (b) according to the requirements of the Council and any government agencies about air conditioning services; and
 - (c) using contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning Unit which exclusively services the Lot.
- 37.5 An Owner or Occupier must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of that part of the Common Property where their Air Conditioning Unit is fitted and installed.
- 37.6 In the event that the Owner or Occupier of a Lot fails to maintain the Air Conditioning Equipment in accordance with this By-Law after receipt of a written notice from the Owners Corporation providing a reasonable time for such works, the Owners Corporation or any person authorised by it, may undertake any such works necessary to maintain the Air Conditioning Equipment to be in keeping with this By-Law. The costs of the Owners Corporation of undertaking such works shall be a debt payable by the Owner to Owners Corporation on demand.

38. RETAIL LOT FITOUT

- 38.1 The Owner or Occupier of the Retail Lots must:
- (a) obtain necessary consent from the relevant authority about the use of their Lot or work they propose to do in their Lot;
 - (b) try to minimise disruption to other Owners or Occupiers and their visitors when exercising their rights under this By-Law;
 - (c) comply with By-Law 39 ("Retail Lot Building Works");
 - (d) indemnify the Owners Corporation against all claims and liability caused by exercising rights under this By-Law;
 - (e) this By-Law does not apply to the developer in relation to whose development activities the other proprietors have no right of objection.

39. RETAIL LOT BUILDING WORKS

- 39.1 An Owner or Occupier must when carrying out works to the Retail Lots:
- (a) give prior notice in writing to the Owners' Corporation giving details of the proposed works and copies of any approvals of Council and relevant authorities required for such works;
 - (b) not carry out any work affecting the Common Property without prior written consent of the Owner's Corporation, which consent may be given or withheld in the absolute discretion of the Owners' Corporation provided that the Owners' Corporation shall not unreasonably withhold consent where:
 - (i) such works will not adversely affect the Common Property or the Owner or Occupier of any Lot in the Building;

Approved Form 7	Strata Plan By-Laws	Sheet 25 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (ii) the Owner and/or Occupier enters into a covenant with the Owners' Corporation in such form as the Owners' Corporation may reasonably require;
- (iii) the Owner of the Lot agrees to the terms of a By-Law with the Owners Corporation in such form as the Owners Corporation may reasonably require; and
- (iv) the Owner bears all costs of such works and any costs incurred by the Owners' Corporation in relation to the giving of consent;
- (c) comply with all reasonable directions of the Owners' Corporation in relation to the design and the carrying out of works;
- (d) ensure that all works are carried out in a proper and workmanlike manner and without undue delay;
- (e) comply with the requirements of Council and relevant authorities;
- (f) cause as little disturbance as possible to other Owners and Occupiers of the Building; and
- (g) promptly remove from the Building all rubbish and debris resulting from the works and repair any damage caused to the Building by the carrying out of the works.

39.2 Penetrations in Floor Slabs

- (a) The Owner or Occupier of the Retail Lot must obtain approval from the Owner's Corporation prior to drilling, coring or creating any penetration in the floor slab of the Retail Lot. Subject to the Owner or Occupier complying with the requirements of the Owners Corporation and this By-Law 39.2, the Owners Corporation must not unreasonably withhold its approval.
- (b) An Owner or Occupier must provide all information, certificates, reports (including but not limited to engineering reports) requested by the Owners Corporation in relation to the proposed works.
- (c) If the Owners Corporation provides its approval to the Owner or Occupier, the Owner's Corporation will provide a work method statement detailing the method in which the works are to be completed and the Owner or Occupier must comply with such work method statement in all respects.
- (d) Any penetration shall be carried out in accordance with the requirements of the relevant authorities, completed by a licensed contractor approved by the Owners Corporation, and otherwise in accordance with the directions and requirements of the Owners Corporation.
- (e) The Owner's Corporation may engage a Consultant Structural Engineer in relation to any proposed penetrations to floors on structural elements. All penetrations are required to be sealed to meet fire rating and acoustic requirements.
- (f) The Owner or Occupier of the Retail Lot must provide to the Owners Corporation:

Approved Form 7	Strata Plan By-Laws	Sheet 26 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (i) a pre-construction dilapidation report of the Common Property areas impacted by the work (including areas required for access to and from the Retail Lot) prior to commencement of any construction work; and
- (ii) a post-construction dilapidation report of the Common Property areas impacted by the work (including areas required for access to and from the Retail Lot) prior to completion of the construction works. Any and all defects identified are to be remedied by the Retail Lot Owner prior to completion of the construction works.
- (g) The Owners Corporation may not unreasonably withhold its consent to any construction works provided this By-Law 39.2(f) is complied with. Prior to commencement of any works involving slab penetrations, the Owner or Occupier of the Retail Lot must commission an appropriately qualified consultant to undertake a scan of the slab to identify any potential conflict with any existing services and/or steelwork within the slab. The results of this scan shall be submitted to the Owners Corporation together with confirmation from a structural engineer that the proposed works will not compromise the integrity of the slab or any existing services within the slab.
- (h) If the fit out work requires the removal or adjustment or relocation or augmentation to any existing services, or the provision of new services in Common Property areas, a request for such works (including supporting documentation prepared by appropriately qualified consultants defining the scope of work and associated impact) must be submitted to the Owners Corporation for review and approval. Such approval will not be unreasonably withheld provided this By-Law 39.2(h) is complied with.
- (i) The Owner or Occupier of a Lot will be liable for all costs and expenses incurred by the Owners Corporation arising out of an application by an Owner or Occupier under this By-Law including but not limited to costs of consultants, engineers and other advisers.

39.3 The Owner or Occupier of the Retail Lots have a special privilege to:

- (a) install, repair and maintain in location (of the retail car park of the building) the condenser units for Retail Lots ("Condenser Area") such air-conditioning and other plant as it may require to operate the Retail Lots; and
- (b) make alterations to Common Property and install pipes, wires, cables and ducts in the Common Property necessary to connect the Retail Lots to the Condenser Area, provided always that:
 - (i) any works undertaken pursuant to this By-Law are to be at the cost of the Owner or Occupier of the Retail Lot and only after that person has obtained the consent of all relevant authorities;
 - (ii) the Owner or Occupier of the Retail Lot must use its best endeavours to minimise disruption or disturbance to other Occupiers when accessing the Condenser Area and must always insure, maintain, repair and replace any installed plant at its cost.

39.4 The Owners Corporation and other Occupiers may not seek to amend the special privilege granted under By-Law 39.3 without the consent and approval of the Owner and Occupier of the Retail Lot.

Approved Form 7	Strata Plan By-Laws	Sheet 27 of 34 sheets
Registered:	Office Use Only	Office Use Only

40. CONTROLS ON HOURS OF OPERATION AND USE OF FACILITIES

- 40.1 An Owner or Occupier of the Retail Lot may without the consent of the Owners Corporation use and operate a business from the Retail Lot during the hours of operation approved by the Council or other relevant authority subject to the Owner or Occupier complying with the conditions of approval of the Council or other relevant authority.
- 40.2 The Owners Corporation and other Occupiers may not seek to amend this By-Law without the consent and approval of the Owner and Occupier of the Retail Lot and otherwise such amendment must be made by special resolution of the Owners Corporation.

41. LOADING DOCK

- 41.1 The Owner of a Retail Lot or Commercial Lot:
- (a) must carrying out all loading and unloading operations wholly within the confines of the ground floor loading dock;
 - (b) must not carry out loading and unloading operations between the hours of 6pm and 6am on any day or such other hours specified by the Council or other relevant authority from time to time;
 - (c) must maintain and repair and keep clean the loading dock;
 - (d) must reimburse the Owners Corporation for maintenance, repair of or replacement of the loading dock which may be carried out by the Owners Corporation;
 - (e) must notify the Owners Corporation of any damage to Common Property or the property of another Owner or Occupier caused by exercising rights under this By-Law and promptly repair such damage to the satisfaction of the Executive Committee;
 - (f) accepts that the Owners Corporation has the right to repair the damage referred to in clause 41.1(c) and the Owner must reimburse the Owners Corporation for direct and associated costs; and
 - (g) indemnifies the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this By-Law.
- 41.2 Parking space protectors must not be installed in any designated loading dock areas.

42. GREASE TRAP AND EXHAUST VENT

- 42.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.
- 42.2 The Owner or Occupier of the Retail Lots has:
- (a) exclusive use of the grease trap installed in the Common Property and the exhaust vent connected to their respective Lots (if any);

Approved Form 7	Strata Plan By-Laws	Sheet 28 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (b) a special privilege to connect to and use the grease trap and exhaust vent; and
- (c) a special privilege to make alterations to Common Property and install pipes, wires, cables and ducts in the Common Property necessary to connect the Retail Lots to the grease trap and exhaust vent, provided such work complies with By-Law 39 and does not impact on the visual presentation or use of Common Property areas.

42.3 Subject to By-Law , the Owner or Occupier of the Retail Lot must, at its cost:

- (a) properly maintain and repair the grease trap and exhaust vent (but not structural maintenance, repairs or replacements);
- (b) maintain, repair and where necessary, replace pipes, wires, cables and ducts installed under this By-Law which services the Retail Lot (whether or not the Owner or Occupier installed those items);
- (c) comply with the requirements of any relevant authority for retail or commercial kitchen exhausts; and
- (d) if the trade waste licence, sewerage charges or maintenance costs for the grease trap are not separately rates and form part of any rates or charges paid by the Owners Corporation, the Owners or Occupiers will reimburse the Owners Corporation for the proportion of such rates and charges attributed to their use of the grease trap.
- (e) The Owners Corporation may enter into a trade waste agreement with Sydney Water Corporation Limited or another appropriate authority in relation to the grease arrestor if applicable.
- (f) the proportion of the costs of the grease trap and exhaust vent to be paid by the Owners of each Lots which will be determined by the Owners Corporation in proportion to their respective usage of the grease trap and exhaust vent.
- (g) comply with the reasonable requirements of the Owners Corporation about exercising the rights and obligations of the Owners under this Exclusive Use By- Law.

42.4 The Owners Corporation will ensure that the grease trap and exhaust vents in the Retail Lots are regularly cleaned and maintained by the Owners or Occupiers of the Retail Lots.

43. OPERATION OF BUSINESSES FROM THE RETAIL LOTS

43.1 An Owner or Occupier of a Retail Lot must ensure that any business operated from that Owner's or Occupier's Retail Lot is always conducted:

- (a) in accordance with all relevant laws and in a proper and professional manner;
- (b) in a manner and with a use that is consistent with the nature of the building as predominantly a residential building; and
- (c) so as to maintain the cleanliness and good reputation of the Building, and in that regard the Owner and Occupier of the Retail Lot must:

Approved Form 7	Strata Plan By-Laws	Sheet 29 of 34 sheets
Registered:	Office Use Only	Office Use Only

(i) promptly and properly:

(A) dispose of any rubbish left immediately outside the Retail Lots and place such rubbish in the garbage areas designated for use by the Owner and Occupier of the Retail Lot; and

(B) keep any empty reusable containers within the Retail Lot, or within such areas designated for such purpose by the Owners Corporation;

(ii) keep any wet refuse or food or food waste within a Retail Lot in the manner required by any health regulations under the times that such garbage may be transferred.

In determining any matter in connection with this By-Law 43, the Owners Corporation must act reasonably and have regard to the business and uses the Retail Lots are lawfully put.

44. SHOPFRONT OF RETAIL LOTS

44.1 This is an Exclusive Use By-Law. The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Lot.

44.2 The Owner and Occupier of each Retail Lot:

- (a) has exclusive use and enjoyment of the shopfront for its Lot (being the exterior or façade of its Lot) installed on the Common Property but only for the purpose for which it is intended; and
- (b) is liable for all costs connected with the repair and maintenance of the shopfront of its Lot installed on the Common Property; and
- (c) must insure the plate glass in the shopfront for its Lot installed on the Common Property for not less than the replacement value of the plate glass.

45. DEVELOPMENT APPLICATIONS

45.1 A Retail Lot Owner or Occupier must obtain the prior approval of the Owners Corporation for the lodgement of any development application for use of a Retail Lot with a consent authority.

45.2 The Owners Corporation consents to the lodging of any development application by an Owner or Occupier of a Retail Lot for the use of that Lot for any lawful purpose so long as the use:

- (a) is not a use or development prohibited by any laws or consent authority; and
- (b) will not cause the Owner or Occupier to be in breach of these By-Laws.

Approved Form 7	Strata Plan By-Laws	Sheet 30 of 34 sheets
Registered:	Office Use Only	Office Use Only

46. RETAIL TOILETS AND WATER CLOSET

- 46.1 This is an Exclusive Use By-Law: The Owners Corporation may amend or cancel it only by special resolution and with the written consent of the Owner of each Retail Lot or Commercial Lot.
- 46.2 In this By-Law 37, "Retail Toilets and Water Closet" means the toilets and water closet located on the ground floor Common Property that services each Retail Lot or Commercial Lot.
- 46.3 The Owners or Occupiers of the Retail Lots or Commercial Lots have, collectively, exclusive use of the Retail Toilets and Water Closet which services the Retail Lots and Commercial Lots.
- 46.4 Each Owner or Occupier of a Retail Lot or Commercial Lot must, at their cost, keep the Retail Toilets clean and tidy at all times.
- 46.5 An Owner or Occupier of a Retail Lot or Commercial Lot must pay the costs of the Owners Corporation incurred in connection with the operation, maintenance, repair or replacement of that part of the Common Property where the Retail Toilets and Water Closet are located.
- 46.6 In the event that the Owner or Occupier of a Retail Lot or Commercial Lot fail to maintain the Retail Toilets and Water Closet in accordance with this By-Law after receipt of a written notice from the Owners Corporation providing a reasonable time for such works, the Owners Corporation or any person authorised by it, may undertake any such works necessary to maintain the Retail Toilets and Water Closet to be in keeping with this By-Law. The costs of the Owners Corporation of undertaking such works shall be a debt payable by the Owner to Owners Corporation on demand.

47. DICTIONARY, INTERPRETATION AND PERFORMAMNCE OF OBLIGATIONS

Meaning of words

- 47.1 In these By-Laws the following capitalised terms (in any form) mean:
- (a) **BCA** means the Building Code of Australia as added to, amended, varied or replaced from time to time.
 - (b) **Building** means the building improvements on the land situated at 2 Delmar Parade, Dee Why, which building includes a mixed used retail and residential Strata Scheme.
 - (c) **By-Laws** means the By-Laws created on registration of this document, as amended, added to or rescinded from time to time.
 - (d) **Caretaker** means a caretaker appointed by the Owners Corporation to provide management and operation services.
 - (e) **Commercial Lot** means a Lot which is used wholly for commercial purposes and excludes a Retail Lot.
 - (f) **Common Property** means all those areas of the Strata Scheme that are not comprised in any Lot.

Approved Form 7	Strata Plan By-Laws	Sheet 31 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (g) **Council** means Northern Beaches Council.
- (h) **Development Approval** means Council's notice of determination of a development application, as varied, modified or replaced from time to time.
- (i) **Executive Committee** means the executive committee of the Owners Corporation.
- (j) **Exclusive Use By-Law** means a By-Law that grants Owners exclusive use and special privileges over Common Property according to division 3, part 7 of the Management Act.
- (k) **Land** means the land comprised in Certificate of Title, Folio Identifier 1/710661.
- (l) **Lot or Lots** is a Lot (as defined in the Management Act) or Lots in the Strata Scheme.
- (m) **Management Act** means the Strata Schemes Management Act, 2015 (NSW).
- (n) **Manager** means a strata managing agent appointed in respect of the Strata Scheme.
- (o) **Occupier** is any person in lawful occupation of a Lot.
- (p) **Owner** means:
 - (i) the registered proprietor for the time being of a Lot; or
 - (ii) if the Lot is subdivided or re subdivided, the Owners for the time being of the new Lots;
 - (iii) for an Exclusive Use By-Law, the Owner(s) of the Lot(s) benefiting from the By-Law;
 - (iv) for a Common Property Right By-Law, the Owner(s) of the Lot(s) benefiting from the By-Law; and
 - (v) a mortgagee in possession of a Lot.
- (q) **Original Owner** means Carlingford 1 Pty Ltd ACN 634 192 555 and Carlingford 2 Pty Ltd ACN 634 194 504.
- (r) **Owners Corporation** means the Owners Corporation formed on registration of the Strata Scheme.
- (s) **Planter Box** means an object that contains live grass, plants and flowers.
- (t) **Residential Lot** means a Lot created for use as a residence.
- (u) **Retail Lot** means a Lot which is used wholly for retail purposes and excludes a commercial Lot.
- (v) **Security Key** means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Approved Form 7	Strata Plan By-Laws	Sheet 32 of 34 sheets
Registered:	Office Use Only	Office Use Only

- (w) **Strata Buildings** means the buildings constructed on the Land.
- (x) **Strata Plan** means the registered strata plan;
- (y) **Strata Scheme** means the strata scheme created on registration of the Strata Plan accompanying these By-Laws.
- (z) **Visitor** means a caller or guest but does not include an Owner or Occupier.

47.2 Interpretation

In these By-Laws unless the context otherwise requires:

- (a) a reference to a person includes an individual, firm, corporation, incorporated association, joint venture and an authority;
- (b) a reference to a person includes a reference to that person's executors, administrators, successors in title and assigns;
- (c) where a person bound consists of 2 or more persons, these By-Laws benefit and bind them jointly and severally;
- (d) a reference to a thing includes the whole or each part of it;
- (e) the singular includes the plural and vice versa;
- (f) if a period of time is specified and commences from a given day or the day of an act or event, it must be calculated exclusive of that day;
- (g) a document includes any variation or replacement of it;
- (h) a reference to time is a reference to Sydney time;
- (i) a law ordinance or code includes regulations and other instruments under it and consolidations amendments re-enactments or replacements of them;
- (j) "include" or "including" when introducing an example or list of things, does not limit the example or list to the example or list used or referred to; and
- (k) headings are only used for convenience and do not affect interpretation.

47.3 Performance of Obligations

If a party is required to perform or observe any obligations or the terms of a document, it must to so:

- (a) in a timely fashion; and
- (b) at its own cost and expense, unless otherwise specified.

Approved Form 7	Strata Plan By-Laws	Sheet 33 of 34 sheets
Registered:	Office Use Only	Office Use Only

EXECUTION:

Dated the day of 201

Registered	Proprietor:
Executed by Carlingford 1 Pty Ltd ACN 634 192 555 in accordance with section 127 of the Corporations Act 2001 (C'th):	
.....	
Signature	
Arash Tavakoli	
Sole Director /Secretary	
Executed by Carlingford 2 Pty Ltd ACN 634 194 504 in accordance with section 127 of the Corporations Act 2001 (C'th):	
.....	
Signature	
Arash Tavakoli	
Sole Director /Secretary	

Approved Form 7	Strata Plan By-Laws	Sheet 34 of 34 sheets
Registered:	Office Use Only	Office Use Only

Registered	Mortgagee:

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
Office Use Only Registered:		Office Use Only <i>THIS IS A DRAFT STRATA PLAN ONLY. ALL STRATA BOUNDARIES, AREAS & LAYOUTS ARE SUBJECT TO FINAL SURVEY</i>
PLAN OF SUBDIVISION LOT 100 D.P..... (being Lot 1 D.P.710661)		LGA: NORTHERN BEACHES Locality: DEE WHY Parish: MANLY COVE County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents No.2 Delmar Parade DEE WHY NSW 2099 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.
<p align="center">Surveyor's Certificate</p> <p>I, CHRISTOPHER THOMAS NORTON of NORTON SURVEY PARTNERS P/L P.O. BOX 289 ROZELLE NSW 2039 being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature:</p> <p>Date:</p> <p>Surveyor ID: 1761</p> <p>Surveyor's Reference: 53028 SP</p> <p align="center">Issue A3 Date: 15.04.20</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>		<p align="center">Strata Certificate (Accredited Certifier)</p> <p>I,being an Accredited Certifier, accreditation number, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 53 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference:</p> <p>Relevant Planning Approval No.:</p> <p>issued by:</p> <p>Signature:</p> <p>Date:</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>
* Strike through if inapplicable		

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 6 sheet(s)																																																																																																																																																																					
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<p style="text-align: center;">VALUER'S CERTIFICATE</p> <p>I, being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with:</p> <p>Professional Body:</p> <p>Class of membership:</p> <p>Membership number:</p> <p>certify that the unit entitlements shown in the schedule herewith were apportioned on (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015</p> <p>Signature: Date</p>																																																																																																																																																																							
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STREET ADDRESS SCHEDULE (CONT.)					
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31	303	2	DELMAR	PARADE	DEE WHY
32	304	2	DELMAR	PARADE	DEE WHY
33	305	2	DELMAR	PARADE	DEE WHY
34	306	2	DELMAR	PARADE	DEE WHY
35	307	2	DELMAR	PARADE	DEE WHY
36	308	2	DELMAR	PARADE	DEE WHY
37	309	2	DELMAR	PARADE	DEE WHY
38	310	2	DELMAR	PARADE	DEE WHY
39	311	2	DELMAR	PARADE	DEE WHY
40	312	2	DELMAR	PARADE	DEE WHY
41	313	2	DELMAR	PARADE	DEE WHY
42	314	2	DELMAR	PARADE	DEE WHY
43	401	2	DELMAR	PARADE	DEE WHY
44	402	2	DELMAR	PARADE	DEE WHY
45	403	2	DELMAR	PARADE	DEE WHY
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47	405	2	DELMAR	PARADE	DEE WHY
48	406	2	DELMAR	PARADE	DEE WHY
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50	408	2	DELMAR	PARADE	DEE WHY
51	408	2	DELMAR	PARADE	DEE WHY
52	410	2	DELMAR	PARADE	DEE WHY
53	501	2	DELMAR	PARADE	DEE WHY
54	502	2	DELMAR	PARADE	DEE WHY
55	503	2	DELMAR	PARADE	DEE WHY
56	504	2	DELMAR	PARADE	DEE WHY
57	505	2	DELMAR	PARADE	DEE WHY
58	506	2	DELMAR	PARADE	DEE WHY
(CONTINUED ON SHEET 5)					
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Execution by Mortgagee:		
Surveyor's Reference: 53028 SP Issue A3 15.04.20		

Req:R816774 /Doc:DP 0638872 F /Rev:11-Dec-1992 /NSW LRS /Pgs:ALL /Prt:18-Mar-2020 15:43 /Seq:1 of 1
 © Office of the Registrar-General /Src:INFOTRACK /Ref:{AV:200477}

DB 938815

PLAN FORM 2

Substituted and made valid

Handwritten signature
Handwritten initials

DESIGN CERTIFICATE
 This certificate is issued to the holder of the Design Certificate, who is responsible for the design of the proposed development, and who is required to provide a Design Certificate to the Registrar-General of Land, in accordance with the provisions of the Land Use Management Act 1959, as amended.

Handwritten signature
Handwritten initials

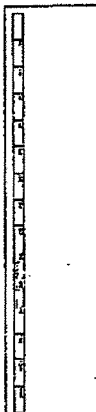
Design Certificate Holder

The Design Certificate Holder is required to provide a Design Certificate to the Registrar-General of Land, in accordance with the provisions of the Land Use Management Act 1959, as amended.

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PPWD

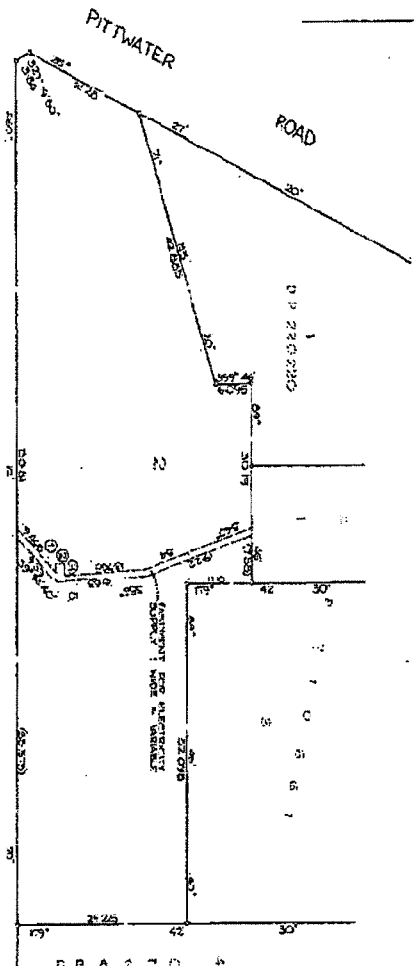
WARNING: CROSSING ON FUTURE WILL LEAD TO REJECTION



This negative is a photograph made as a permanent record of a document in the custody of the Registrar-General of Land.



Continuation of DP 0638872



- ① 200' x 100'
- ② 200' x 100'
- ③ 200' x 100'

OFFICE USE ONLY

DP 638872

11/12/1996
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THE SHIRE OF TORRENS
 Proposed EASEMENT

Ref: DP 710661
 Loc: DP 710661

PLAN OF EASEMENT FOR
 THE SHIRE OF TORRENS

LOCALITY: MARY COVE

LOCALITY: MARY COVE

LOCALITY: MARY COVE

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LOCALITY: MARY COVE

DB 938815

Y1000F118



Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: (AV:200477)
Date: 18/03/2020
Certificate No. ePLC2020/1882

Address of Property: 2 Delmar Parade DEE WHY NSW 2099
Description of Property: Lot 1 DP 710661

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

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Infrastructure) 2007

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

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

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

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of "Mermaid Pool")

Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Gateway determination: 23 September 2019

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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 B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To reinforce the role of Dee Why as the major centre in the sub-region by the treatment of public spaces, the scale and intensity of development, the focus of civic activity and the arrangement of land uses.
- To promote building design that creates active building fronts, contributes to the life of streets and public spaces and creates environments that are appropriate to human scale as well as being comfortable, interesting and safe.
- To promote a land use pattern that is characterised by shops, restaurants and business premises on the ground floor and housing and offices on the upper floors of buildings.
- To encourage site amalgamations to facilitate new development and to facilitate the provision of car parking below ground.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

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

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

(e) 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.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2020.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) 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*.

4. 4A (Repealed)

4B. 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).

5. Mine Subsidence

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

6. 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.

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

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

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

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is subject to flood related development controls.

8. 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.

9. Contribution plans

The following applies to the land:

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.

9A. 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*).

10. Biodiversity Stewardship Sites

The Council has not been notified by the Chief Executive of the Office of Environment and Heritage 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).

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. 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.

13. 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.

14. Directions under Part 3A

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (a) There is not a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.
- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land

according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. 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.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) 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
- (3) 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 clause:

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

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

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.

Planning Certificate – Part 5

ePLC2020/1882

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council is preparing a Local Strategic Planning Statement which will give effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - Response to Low Rise Medium Density Code

Applies to land: Certain land in the Pittwater Local Environmental Plan 2014 (PLEP 2014) and Manly Local Environmental Plan 2013 (MLEP 2013)

Outline: Seeks to amend the PLEP 2014 and MLEP 2013 in response to issues arising from the future implementation of the NSW Governments' SEPP (Exempt and Complying Development) Amendment (Low Rise Medium Density Code). The intent of the Planning Proposal is to prohibit:

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014

- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights & 1 Kirkwood Street, North Balgowlah)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023 and Lot 1 DP 1200869; and Sydney Water Land: Lot 1 DP 710023 and Lot 1 DP 835 123

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lots 1 and 2 DP 710023, and Lot 1 DP 1200869.
- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to SP2 (Infrastructure) - 'Water Supply System' for Lot 1 DP 835123.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Height of Building Map to increase height from 8.5m to 11m (excluding lot 1 DP613544 and part lot 8C DP200030).
- Amend Schedule 1 to allow "shop top housing" on the site.
- To seek an affordable housing contribution in conjunction with future redevelopment of the land.

Council resolution: 28 May 2019

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Nil

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

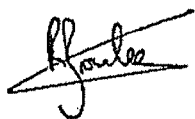
Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

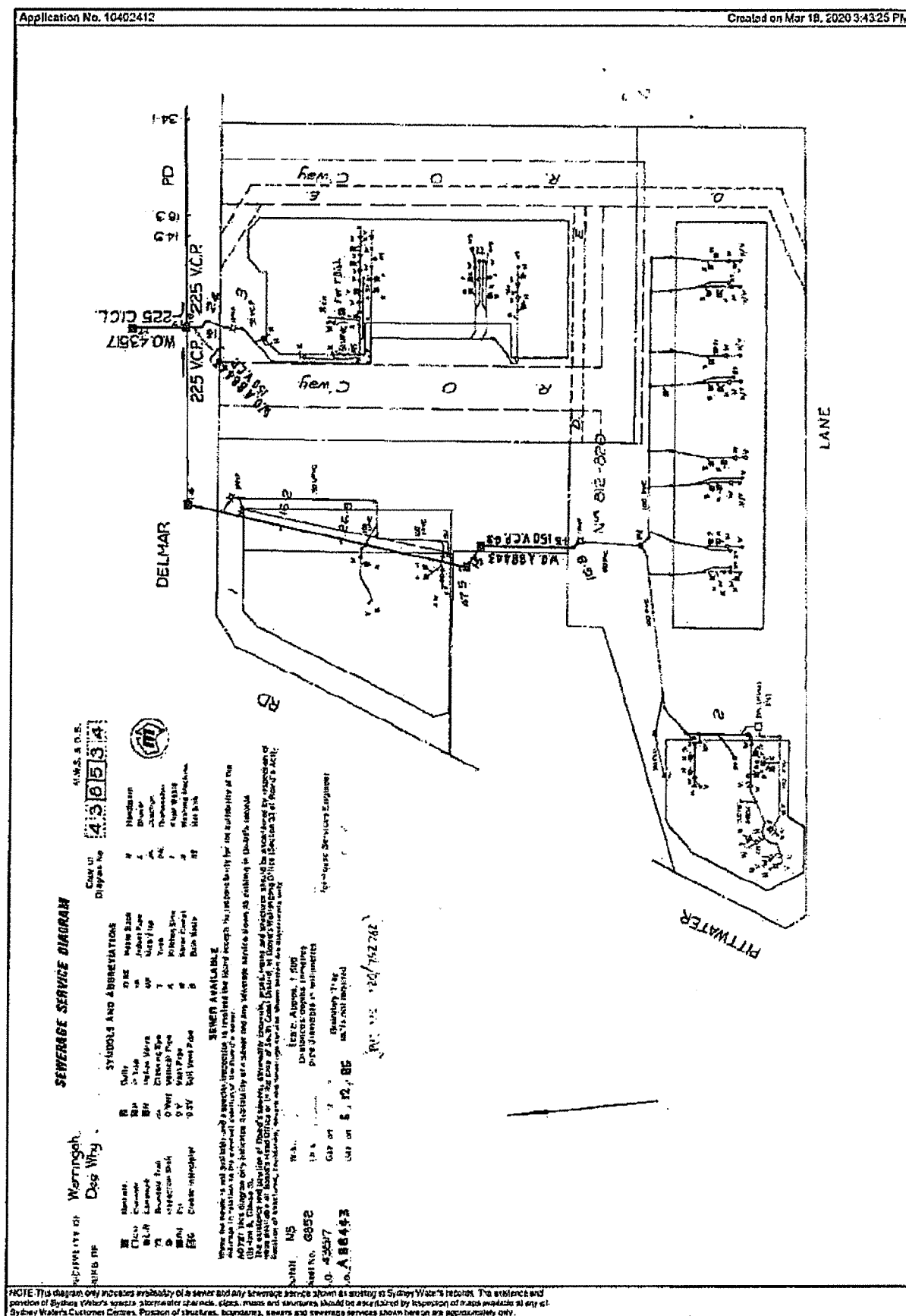
Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

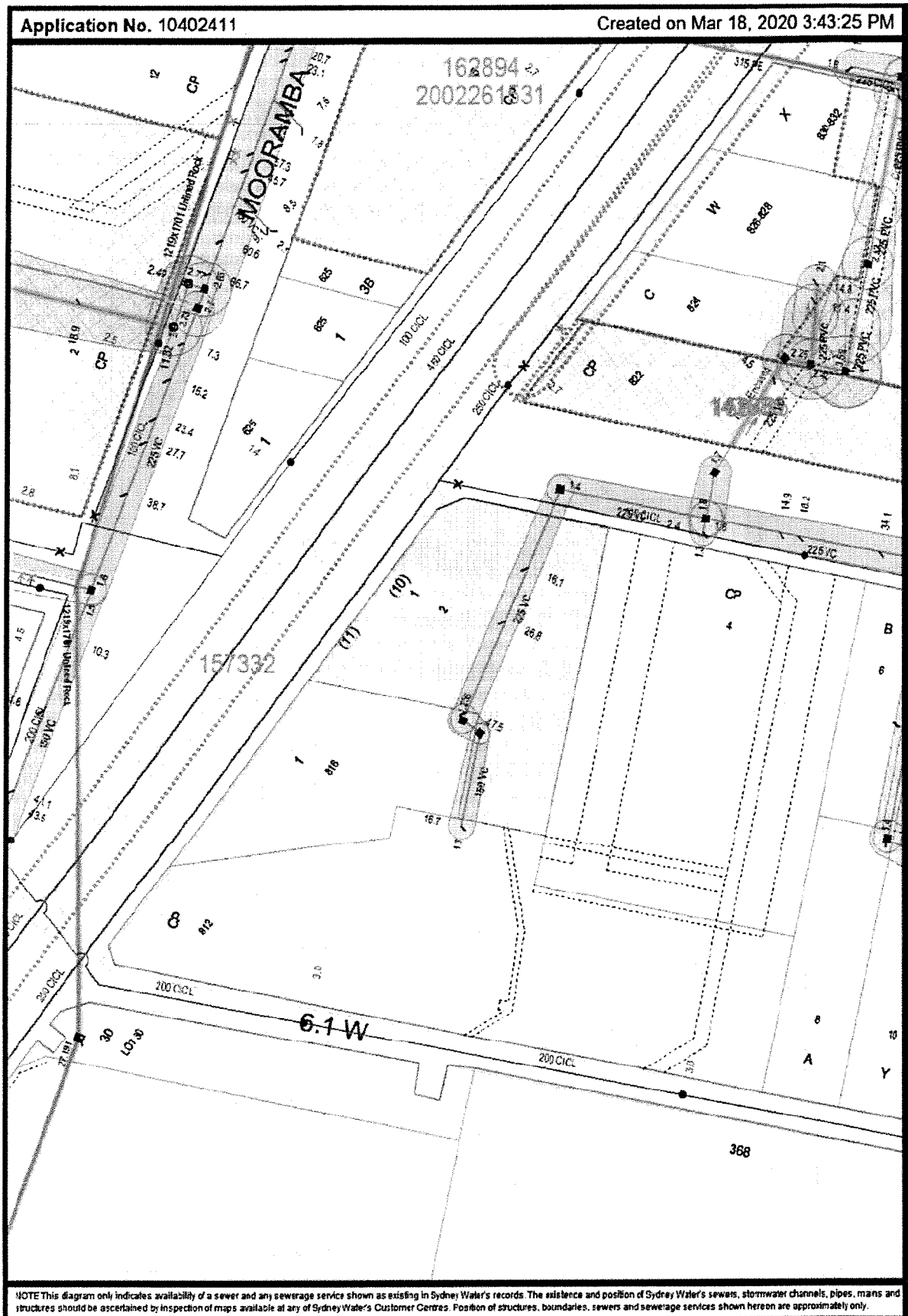
Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', written over a horizontal line.

Ray Brownlee PSM
Chief Executive Officer
18/03/2020





Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, 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 NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 07 / 03 / 2023 at Level 1, Suite 15, 888 Pittwater Road, Dee Why 2099 NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Marnie Beauchamp

Phone: _____ Mobile: _____ Email: Marnie.Beauchamp.1675616opl1174443@our.property

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

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

Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Rittika Barman & Rishabh Kapur

Address for service of notices (if not address of Residential Premises): _____

Phone: _____ Mobile: _____ Email: rittikabarman@gmail.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: My 3 Asset Management Pty Ltd ATF My 3 Asset Management Unit Trust

Address: Suite 15, Level 1, 888 Pittwater Road

ACN: _____

Dee Why NSW 2099

ABN: _____

Phone: _____ Mobile: _____ Email: _____

Licence No.: _____ Licence Expiry: _____

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) 52 weeks

☐ Periodic (no end date)

starting on: 18 / 03 / 2023 and ending on: 16 / 03 / 2024 (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 *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **3.02/2 Delmar Parade, Dee Why NSW 2099**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***Unfurnished****1 x carspace****1 x dryer****RENT/RENT INCREASE**The rent is: **\$1,400.00** per: **FORTNIGHT** payable in advance starting on: **18 / 03 / 2023****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.Rent Increase 1: Then from: **/ /** pay: **/ /** per: **WEEK**Rent Increase 2: Then from: **/ /** pay: **/ /** per: **WEEK****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 75.2.The tenant must pay the rent in advance on the **SATURDAY** of every **FORTNIGHT** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **/ /** at: **/ /**
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **/ /** Bank: **/ /**BSB: **/ /** Account No.: **/ /** Payment Reference: **/ /**

or any other account nominated by the landlord; or

(c) as follows: **DEFT CARD: Biller Code: 4481 Reference: 48626279****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 **\$ 2800.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or☐ the landlord's agent, or☒ NSW Fair Trading through Rental Bonds Online.**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **2** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **S J Wood Electricians**Phone: **0410 360 046 / 0404 680 097**Plumbing Repairs: **Hot Water Maintenance**Phone: **0459 130 060**Building Repairs: **Platinum Handyman**Phone: **0417 471 853**Other Repairs: **Barrenjoey Locksmiths & Alarms**Phone: **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 alarm ☒ Battery operated smoke alarm

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

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

9 Volt

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

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

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

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: hello@upstate.com.au

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: rittikabarman@gmail.com

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated / / and entered into by the tenant, applies to this Agreement.

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.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

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

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

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

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

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

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

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

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

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - 16.2 not to cause or permit a nuisance, and
 - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
 - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 17. The tenant agrees:**
- 17.1 to keep the residential premises reasonably clean, and
 - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
 - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
 - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
- 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**
- 18.1 to remove all the tenant's goods from the residential premises, and
 - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5 to make sure that all light fittings on the premises have working globes, and
 - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

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

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

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

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and the tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

Note. See section 55A of 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 carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

LOCKS AND SECURITY DEVICES

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:**
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. **The landlord agrees to:**

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

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

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

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

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

43. **The tenant agrees:**

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

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

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

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS

[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 TERM - PETS

[Cross out this clause 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.~~

~~56.1 The tenant agrees:~~

- ~~(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.~~
- ~~(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.~~
- ~~(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.~~
- ~~(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.~~

~~56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.~~

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2 not to paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11 not to affix any television antenna to the premises.
- 59.12 not to maliciously or negligently damage the premises or any part of the premises.
- 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16 to notify the landlord of any infectious disease at the premises.

- 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/ landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

- 60.1 At the commencement of the tenancy, the landlord will:
- handover the pool in a condition that is safe for use
 - provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
- the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - child-restraint barriers are in place and properly maintained,
 - access gates and doors are securely closed at all times,
 - at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - the tenant is responsible for general maintenance including:
 - regular cleaning of filter baskets
 - maintaining required water levels
 - removing vegetation and other rubbish from the pool
 - maintaining the pool water condition
 - regular pool services
 - payment of costs for all required pool chemicals
 - advising the landlord or the agent immediately of any pool related problem.
- 60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- opportunity to inspect the pool; and/or
 - a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**
- to deliver vacant possession in accordance with the termination notice; and
 - to deliver up all keys and security devices; and
 - to advise as soon as possible of the tenants contact address.
63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - the parties are not relieved from their obligations to mitigate any loss on termination; and
 - the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - Leave the premises (including the grounds) in a neat and tidy condition.
 - Fumigate as reasonably required if pets have been on the premises.
 - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 or if applicable, as set out in Annexure 1 of this agreement) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.
72. (a) Where the premises are subject to any of the Acts referred to in Clauses 38 and 39, the tenant will observe and comply with all applicable Strata or Community Scheme by-laws, management statements, and in force statutory instruments, Acts and Regulations.
- (b) Where the Strata or Community Scheme by-laws applicable to the Scheme differ from the by-laws contained in Annexure 1 of this agreement, the Strata or Community Scheme by-laws will apply.
- (c) Where the residential premises are an apartment, flat or unit but not subject to any of the Acts referred to in Clauses 38 and 39, the by-laws set out in Annexure 1 of this agreement will apply as Additional Terms to this agreement.

ADDITIONAL TERM - INSURANCE

73. The landlord is not responsible for insuring the tenant's own property.
74. The tenant agrees not to, by act or omission, either directly or indirectly, do anything which would:
- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 75.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 75.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

76. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

77. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

78. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 78(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.
- (3) **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.
- (4) **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.
- (5) **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*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **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.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

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

3. ENDING A FIXED TERM AGREEMENT

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

4. ENDING A PERIODIC AGREEMENT

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

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.

5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

6. WARNING

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

ANNEXURE 1**Model By-Laws / Additional Terms
(Apartments, Flats and Units - Refer Clause 72)**

Note - Where Clause 72(c) applies, the following clauses apply as Additional Terms to this Agreement, otherwise these by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1. Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2. Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (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.
- (2) 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.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 clause (1) 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 clause (1) that forms part of the common property and that services the lot.

3. 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.

4. 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.

5. Keeping of animals

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

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

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

6. Noise

An owner or occupier of a lot, or any invitee of 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.

7. Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8. Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9. Smoke penetration

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

Option A

- (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.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) 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.

10. 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 any thing 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.

11. 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.

12. Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13. Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14. Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) 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.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16. Disposal of waste—shared bins
[applicable where bins are shared by lots]

- (1) 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.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17. Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change 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),

- (b) a change to the use of a lot for short-term or holiday letting.

- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18. Compliance with planning and other requirements

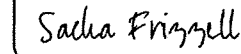
- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

Refer Addendum A (Item A1)**SIGNATURES****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:


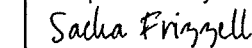
A5DFA87DA0454BC...

(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 15-Mar-23 | 12:52 AM

LANDLORD INFORMATION STATEMENT

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

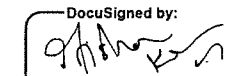
SIGNED BY THE LANDLORD:


A5DFA87DA0454BC...

(Signature of landlord or landlord's agent on behalf of the landlord)

Date: 15-Mar-23 | 12:52 AM

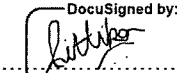
Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:


0E9B5724CA5C4D7...

(Signature of tenant)

Date: 15-Mar-23 | 7:17 AM

SIGNED BY THE TENANT (2):


(Signature of tenant 2)

Date: 10-Mar-23 | 5:42 PM

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

Date: / /

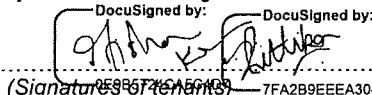
SIGNED BY THE TENANT (4):

(Signature of tenant 4)

Date: / /

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S:


7FA2B9EEEE30474...

Date: 15-Mar-23 | 7:17 AM

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

Addendum A

A1. Other Additional Terms

The Landlord and Tenant agree that this addendum forms part of this Residential Tenancy Agreement.

Special Conditions:

Embedded network with Origin.

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 - 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. Water Usage - The Tenant will be responsible for paying water usage if the premises is separately metered. This is only applicable for properties which are separately metered that comply with water efficiency measures. Refer to Section

39 of the Residential Tenancies Act 2010.

9. Telecommunication Services - In accordance with Clause 68 of the Standard Terms of Agreement, 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 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.

10. 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.

11. 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. This includes and is not limited to any fixtures or fittings installed by the Tenant.

12. 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.

13. 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.

14. Floorboards - The Tenant must have felt 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.

15. 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.

16. Open for Inspections - The Tenant agree 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.

17. 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

Addendum A (continued)

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.

18. 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.

19. 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.

20. Repairs - All repair requests must be submitted through the Our Tenant App or in writing via email. The Tenant is required to provide reasonable access for repairs and maintenance to be carried out. In the event of an Urgent Repair please refer to Clause 20 of the Standard Terms of Agreement and to your lease or Our Tenant App for our nominated tradespeople. Apart from an Urgent Repair, any repairs or maintenance completed without the prior approval of the Landlord will become the Tenant's liability.

21. 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.

22. 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.

23. 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 tenancy 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.

24. 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.

25. 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 Tenants 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.

26. 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.

27. 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.

28. 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.

29. 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 the tenant will be charged for the service call. If the tradesmen finds no fault, or user error, during their investigations, the tenant will be responsible for the invoice.