

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Upstate Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Fax: 9982 6446 Ref: Kirsten Bertram
co-agent		
vendor	Kenny Jackman and Adelle Anne Jackman 6 Murray Road, Freshwater, NSW 2096 and 6 Murray Road, Freshwater, NSW 2096	
vendor's solicitor	McCauley, Peters & Cripps Suite 4, 2 Bungan Lane, Mona Vale NSW 2103 DX 9011 Mona Vale	Phone: 9997 5255 Fax: 9979 5084 Ref: ARM:181433 E:anthony@mpclaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 4/89 Dee Why Parade, Dee Why, New South Wales 2099 Registered Plan: Lot 4 Plan SP 4660 Folio Identifier 4/SP4660	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<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 type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	Robyn Jean Chapman and Raymond George Chapman 2/89 Dee Why Parade, Dee Why, NSW 2099
purchaser's solicitor	Assured Conveyancing Shop 8/1003-1005 Pacific Highway, Berowra, NSW 2081 (PO Box 395, Berowra NSW 2081)
price	\$2,050,000.00
deposit	\$205,000.00 (10% of the price, unless otherwise stated)
balance	\$1,845,000.00
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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 *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

4/89 DEE WHY PDE DEE WHY NSW 2099

THESE ARE THE ADDITIONAL CLAUSES TO THE CONTRACT FOR SALE OF LAND

PROPERTY: 4/89 DEE WHY PARADE, DEE WHY

BETWEEN KENNY JACKMAN AND ADELLE ANNE JACKMAN (AS VENDOR)

AND RAYMOND GEORGE CHAPMAN AND ROBYN JEAN CHAPMAN (AS PURCHASER)

DATED: DAY OF 2019

32. DEFINITIONS & INTERPRETATION

32.1 Definitions

In these special conditions, unless the contrary intention appears:

Authority means any state or federal government, any semi or local government, any statutory, public or any other person, authority, instrumentality, body corporate or body having jurisdiction over or in respect of the Property or any part of it or anything in relation to it;

Business Day means any day on which the Banks are normally open for business in Sydney, New South Wales;

Completion Date means the date shown on the front page of this contract as being the date for completion of this contract;

Environment has the same meaning ascribed to it under the Environmental Planning and Assessment Act 1979;

Environmental Law means any law regulation, ordinance or directive in connection with the Environment;

Interest means 10% per annum calculated on a daily basis;

Property means the land and improvements described in the particulars on the front page of this contract; and

Survey Report means the survey report, if any, annexed to this contract.

32.2 Interpretation

In this contract unless the context otherwise requires:

- (a) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, body corporate, and unincorporated association, or an Authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and
- (g) headings are for convenience only and do not affect interpretation.

32.3 Inconsistency

If there is any inconsistency between the printed clauses and these additional clauses, the additional clauses will prevail to the extent of that inconsistency.

33. AMENDMENTS TO PRINTED CLAUSES

33.1 The printed clauses are amended as follows:

- (a) clause 1 – definition of "Bank" - by deleting the words "a building society or a credit union"
- (b) clause 5.2.3 – by deleting the words "within a reasonable time" and inserting the words "within 14 days after the date of this contract";
- (c) clause 7 – by inserting "no later than 7 days prior to" before "completion" in line 1 and line 2;
- (d) clause 7.1 – delete the words "in the case of claims that are not claims for delay";
- (e) clause 7.1.1 – deleted – and add the words "any amount is claimed" in lieu thereof;

SPECIAL CONDITIONS

- (f) clause 8 – by deleting the words “on reasonable grounds” in the first line of sub-clause 8.1 and deleting the words “and those grounds” commencing in the first line of sub-clause 8.2;
- (g) clauses 10.1.8 and 10.1.9 – by omitting “substance” and “disclosed” and substituting “existence” and “noted” respectively;
- (h) clause 11.1 – on the first line after the word “order” insert the words “in writing issued by a competent authority”;
- (i) clause 16.5 is amended by deleting the words “plus another 20% of that fee”; and
- (j) clause 16.8 is amended by deleting the number “5” and substituting the number “4” and deleting the words “\$10.00 for each extra cheque” and substituting the words “5 dollars for each extra cheque”.

34. INTEREST ON DEPOSIT

34.1 Termination by Vendor

If the Vendor terminates this contract because of the Purchaser’s default, then the Vendor is entitled to all interest earned on the deposit.

34.2 Termination or Rescission by Purchaser

If the Purchaser terminates this contract because of the Vendor’s default or if this contract is rescinded, the Purchaser is entitled to all interest earned on the deposit.

34.3 Withdrawal of Deposit

The Vendor and Purchaser authorise the deposit holder:

- (a) to withdraw the deposit and interest earned on completion, rescission or termination of this contract (which first occurs); and
- (b) to pay interest earned on the deposit in accordance with this clause 34 and clause 2.9.

35. TIME FOR COMPLETION

35.1 Completion by Completion Date

This contract must be completed by the Completion Date.

35.2 Failure to Complete on Time

If completion does not take place by the Completion Date, a party which is not in default may serve on the other party a notice to complete, making the time for completion essential. The notice must stipulate a date for completion not less than fourteen (14) days after the date of service of the notice and the parties agree that fourteen (14) days notice is a reasonable and sufficient period. The date of service of a notice to complete is not included in determining the duration of the 14 day period.

35.3 No Disentitlement

The vendor shall not be required to remove any charge on the Property until completion. The vendor will not be disentitled from issuing a notice to complete by reason only of the existence of any charge on the Property.

36. INTEREST ON BALANCE

36.1 Interest on balance of price

If through no fault of the Vendor, completion does not occur on the Completion Date, the Purchaser must, as a condition of completion and in addition to payment of the balance of the price and other money due under this contract, pay Interest to the Vendor. The Interest payable is calculated on the balance of the price and any other amounts payable by the Purchaser to the Vendor, from and including the Completion Date up to and including the actual date of completion.

36.2 Payment of Interest an Essential term

Payment of Interest under this contract is an essential term and the Vendor is not obliged to complete unless the Purchaser pays all Interest payable at completion.

SPECIAL CONDITIONS

36.3 Pre-estimate of loss

The Purchaser acknowledges that the interest rate specified represents a genuine pre-estimate of the losses that the Vendor would suffer as a result of a failure by the Purchaser to complete on the Completion Date.

37. VENDOR DISCLOSURE

37.1 Disclosure

The Purchaser agrees that all matters disclosed, described or referred to in this contract are specifically disclosed and clearly described.

37.2 Disclosed Documents

The vendor does not warrant the accuracy or completeness of any of the annexures, schedules or copies of documents annexed to this contract.

37.3 No Objection

The Purchaser must not make any objection, requisition or claim for compensation or delay completion of or seek rescission or termination of this contract because of anything disclosed, described or referred to in any of the disclosed documents.

38. VENDOR'S AGENT

38.1 The Purchaser warrants no direct or indirect introduction

The Purchaser warrants that it was not introduced directly or indirectly to the Property or the Vendor by any real estate agent, any employee of a real estate agent or any other person in any way connected with a real estate agent other than the Vendor's agent named on the front cover of this contract.

38.2 Indemnity against claim for compensation

The Purchaser indemnifies the Vendor from and against any claim for commission including all legal costs both on a party/party basis and a solicitor/client basis incurred in connection with any breach of this warranty.

38.3 Exclusive Agency

The Vendor warrants that it has not entered into any sole or exclusive agency agreement with any agent in respect of this Property other than the agent named as the Vendor's agent in this contract.

38.4 Warranties shall not merge on completion

The warranties and indemnity contained in this special condition shall not merge on completion.

39. INCAPACITY

39.1 Individual Party

If a party is an individual and is declared bankrupt, dies or becomes incapable because of unsoundness of mind to manage his own affairs, then the other party can rescind this contract.

39.2 Party is a body corporate

If a party is a body corporate and:

- (a) resolves to go into liquidation;
 - (b) has a petition for its winding up presented and that petition is not withdrawn within 30 days;
 - (c) enters into a scheme of arrangement with its creditors; or
 - (d) is or states that it is unable to pay its debts as they fall due,
- then the other party may rescind this contract.

40. ACKNOWLEDGMENTS

40.1 Contract represents entire agreement

This contract represents the entire agreement between the parties in relation to the Property and any previous arrangements, understandings or agreements are no longer relevant.

SPECIAL CONDITIONS

40.2 No representation

The Purchaser acknowledges and warrants that it has not been induced to enter into this contract by any representation or warranty by or on behalf of the Vendor, other than those set out in this contract.

40.3 Present state of repair

The Purchaser accepts the Property and any chattels included in this sale in their present state of repair and condition and subject to all defects, reasonable fair wear and tear, dilapidation and infestation.

40.4 Own enquiries

The purchaser relies entirely upon enquiries made by it or on its behalf in entering into this contract including, without limitation, the suitability of the Property for any particular purpose and all assessments as to value and financial worth.

40.5 Claim for compensation

It is agreed that any claim for compensation (including a claim under clause 7) will be deemed to be an objection under clause 8.

40.6 Purchaser's representations

The Purchaser acknowledges that the Vendor has entered into this contract on the basis that the Purchaser's representations and warranties are true and correct.

41. OBJECTIONS AND NON-COMPLIANCE

41.1 No Objection

The Purchaser shall take title subject to and must not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this contract because of anything in connection with:

- (a) the identification of the Property or the position of any improvements on it;
- (b) any latent or patent defect in the Property;
- (c) any non-compliance with the Local Government Act (NSW) 1993; or
- (d) anything else disclosed or referred to in this contract (including the Survey Report),

and the making of any such claim, objection or requisition will entitle the vendor to rescind this contract.

41.2 Specific matters

The Purchaser cannot make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this contract because of anything in connection with:

- (a) any roof or surface water drainage being connected to the sewer;
- (b) any existing rights to use the existing water, electricity, sewerage, gas, telephone, cable or other services or installations or in respect of there being no formal easements for them or existing rights to use them;
- (c) whether any installations or services are or are not available or in connection with the nature or location of installations or services; or
- (d) whether any installations or services of any relevant authority pass through, under or over the Property.

41.3 Acknowledgment

The Purchaser acknowledges that it has read and understood the effects of any covenants, easements or restrictions on land included in the contract and will not make any objection, requisition or claim or delay completion because of anything contained therein.

42. CONTINUING EFFECT

It is agreed that the benefit of all obligations, agreements and warranties in this contract which may have effect after completion shall continue, despite completion.

SPECIAL CONDITIONS

43. CAVEATS, MORTGAGES AND RESTRICTIONS

The Purchaser cannot make any objection, requisition, claim for compensation or delay completion of or rescind or terminate this contract because there is noted on any title in respect of the Property or any part of the Property, any mortgage or caveat and the Purchaser will on completion accept a discharge or withdrawal of any mortgage or caveat, so far as it relates to the Property, provided that the discharge of mortgage or withdrawal of caveat (as the case may be) is duly executed in registrable form and the registration fee payable for the discharge or withdrawal of the mortgage or caveat is allowed by the Vendor to the Purchaser on completion.

44. CONVEYANCING ACT

This contract is subject to any rights granted pursuant to section 52A of the Conveyancing Act 1919. If any provision of this contract purports to or has the effect of excluding, modifying or restricting any operation of section 52A of the Conveyancing Act 1919 then this contract shall be read and construed as if that provision is severed from this contract and the invalidity of that provision will not effect or render invalid or unenforceable the remaining provisions of this contract.

45. TAX FILE NUMBERS

- (a) The Vendor discloses that it has notified the deposit holder of its tax file number.
- (b) The Purchaser shall, within 1 Business day of the date of this contract notify the deposit holder of its Tax File Number.
- (c) If the Purchaser fails to so notify the deposit holder then, despite clause 3.2, the interest on the deposit will be apportioned in such a way that the Vendor shall be entitled to such interest as it would have received if the Purchaser had provided its Tax File Number to the deposit holder.

46. NOTICES BY FACSIMILE

Despite clauses 20.6.4 and 20.6.5, a document under or relating to this contract shall be sufficiently served for the purposes of this contract if the document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:

- (a) the time of dispatch is not before 5.00 pm (Sydney time) on a day on which business is generally carried on in the place in which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place; or
- (b) the sender's machine indicates a malfunction in transmission of the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made.

47. SECTION 149(2) CERTIFICATE

The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 Certificate may be inaccurate in respect of those matters.

48. PETROLEUM EXPLORATION LICENCE

The Purchaser shall make no objection, requisition or claim for compensation if it is found that the Property lies within an area over which an Authority holds a Petroleum Exploration Licence for oil and gas in respect of which the provisions of the Petroleum Exploration Act 1955 apply.

49. RELEASE OF DEPOSIT

Despite any other clause of this contract, the parties agree that the Vendor shall be entitled to (and is hereby authorised to) release the whole or any portion of the deposit as the Vendor may require for use only in:

- (a) the payment of stamp duty; or

SPECIAL CONDITIONS

- (b) the payment of any part of the purchase price,

in connection with the purchase by the Vendor of other property in Australia. At any stage prior to completion, the Purchaser shall, upon request by the Vendor, provide any authority to the Vendor's Agent necessary to procure the release of the deposit (or any part of it) for the purposes specified in this clause.

50. VENDOR'S FURNITURE

The Vendor discloses and the Purchaser acknowledges and agrees that:

- (a) the lease to which the property will be subject upon completion ("**Lease**") provides for a "fully furnished" property and includes all the furniture and chattels listed in the schedule annexed hereto and marked "A" ("**Furniture**");
- (b) the Furniture is the property of the Vendor and will remain the property of the Vendor upon and after Completion. The Furniture is not included in the sale of the Property; and
- (c) upon expiration or earlier termination of the Lease the Purchaser shall deliver up and provide to the Vendor all the Furniture and shall, upon provision of reasonable notice to the Vendor, allow the Vendor to have reasonable access the Property following expiration or earlier termination of the Lease so as to allow the Vendor (at the Vendor's expense and risk) to remove the Furniture from the Property.

This special condition 50 shall not merge upon completion.



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/SP4660

SEARCH DATE	TIME	EDITION NO	DATE
9/4/2019	4:27 PM	5	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 4 IN STRATA PLAN 4660
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

KENNY JACKMAN
ADELLE ANNE JACKMAN
AS JOINT TENANTS

(T AD397992)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP4660
- 2 AD397993 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2019
Received: 09/04/2019 16:27:00

FOLIO: CP/SP4660

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2018	10:04 AM	4	25/1/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 4660
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 SHEET 1 SP4660

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 4660
ADDRESS FOR SERVICE OF DOCUMENTS:
89 DEE WHY PARADE
DEE WHY 2099

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A604640 COVENANT AFFECTING PART
- 3 T745439 LEASE TO THE SYDNEY COUNTY COUNCIL OF SUBSTATION
PREMISES NO. 15817 TOGETHER WITH RIGHT OF WAY AND
EASEMENT FOR ELECTRICITY PURPOSES. EXPIRES 31-12-2032.
AK971351 LEASE OF LEASE T745439 TO BLUE ASSET PARTNER PTY
LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC
ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA
ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET
CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE
2.3 (b) (ii).
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY
LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD,
ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC
ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA
OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY
SERVICES PTY LTD
AK971571 CHANGE OF NAME AFFECTING LEASE T745439 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION
- 4 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP4660

PAGE 2

SECOND SCHEDULE (6 NOTIFICATIONS) (CONTINUED)

LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE
1-7-1974

- 5 AM686021 INITIAL PERIOD EXPIRED
- 6 AN67660 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 4660

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 43	2	- 40	3	- 40	4	- 43
5	- 41	6	- 42	7	- 46	8	- 42
9	- 44	10	- 50	11	- 45	12	- 47
13	- 52	14	- 47	15	- 48	16	- 57
17	- 50	18	- 52	19	- 59	20	- 55
21	- 57						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

181433

PRINTED ON 29/8/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

STRATA PLAN No. 4660

'ALA MOANA'

Schedule of Unit Entitlement		OFFICE USE ONLY	
		Current Cs of T.	
Lot No	Unit Entitlement	Vol.	Fol.
1.	43	11335-128	
2.	40	11335-129	
3.	40	11335-130	
4.	43	11335-131	
5.	41	11335-132	
6.	42	11335-133	
7.	46	11335-134	
8.	42	11335-135	
9.	44	11335-136	
10.	50	11335-137	
11.	45	11335-138	
12.	47	11335-139	
13.	52	11335-140	
14.	47	11335-141	
15.	48	11335-142	
16.	57	11335-143	
17.	50	11335-144	
18.	52	11335-145	
19.	59	11335-146	
20.	55	11335-147	
21.	57	11335-148	
AGGREGATE	1000		

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT
 STRATA PLAN 4660

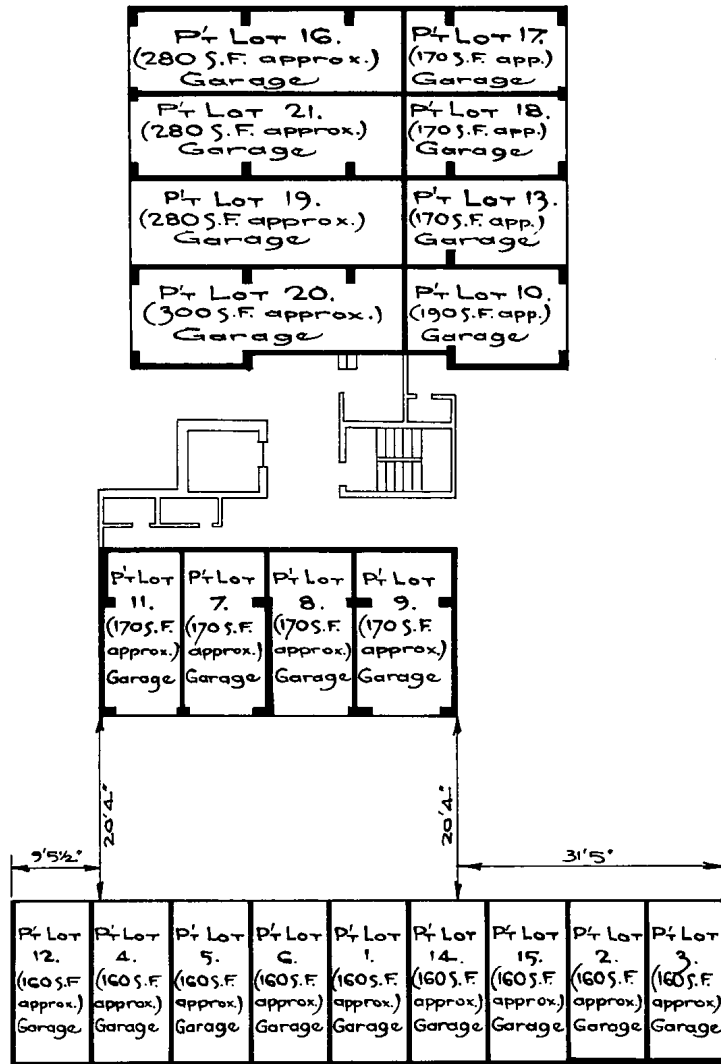
FEET	INCHES	METRES	SQ FT	SQ M
1		0.025	60	5.6
2		0.05	160	14.9
4		0.71	170	15.8
8		2.44	190	17.7
9	5 1/2	2.885	280	26
15	11 1/8	4.855	300	27.9
20	4	6.2	1280	118.9
31	5	9.1575	1320	122.6
80	-	24.385	1400	130.1
110	-	33.53	1440	133.8
120	-	36.575	1450	134.7
150	-	45.72	1470	136.6
			1480	137.5
			1490	138.4
			1560	144.9
			1570	145.9
			1600	148.6
			1620	150.5
			1650	156.1


 Council Clerk.

STRATA PLAN No. 4660

Scale: 15:1

**GROUND FLOOR
GARAGES.**



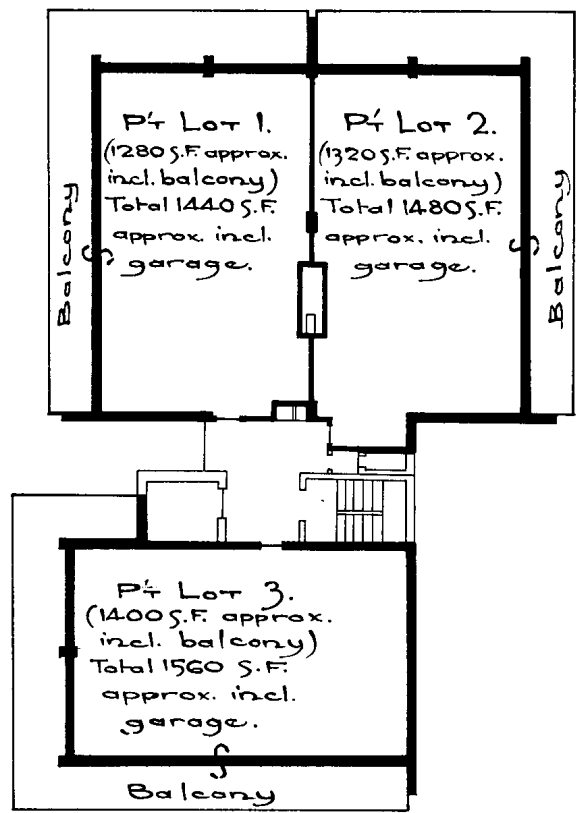
Dimensions relating to garages are related to face of walls of main building.

[Signature]
 Council Clerk.

STRATA PLAN No. 4660

Scale: 1/5" = 1'

1ST FLOOR

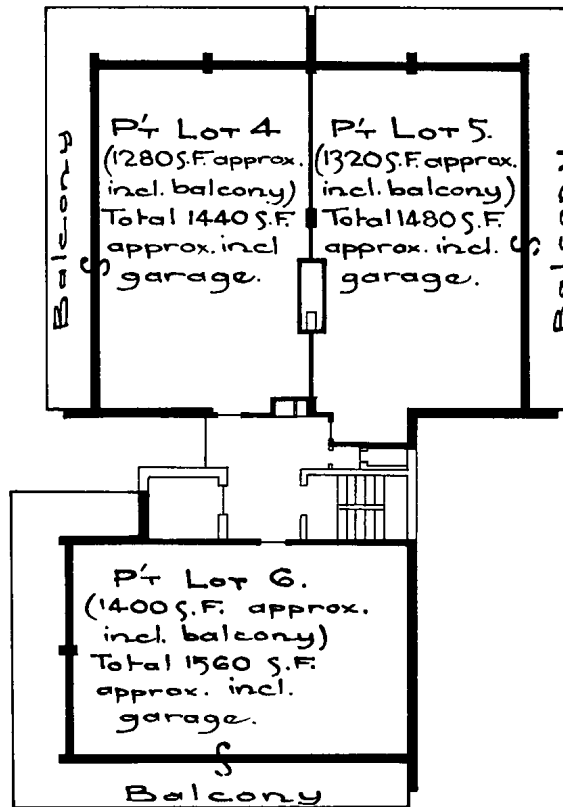


[Signature]
Council Clerk.

STRATA PLAN No. 4660

Scale: 1/5" = 1'

2ND FLOOR

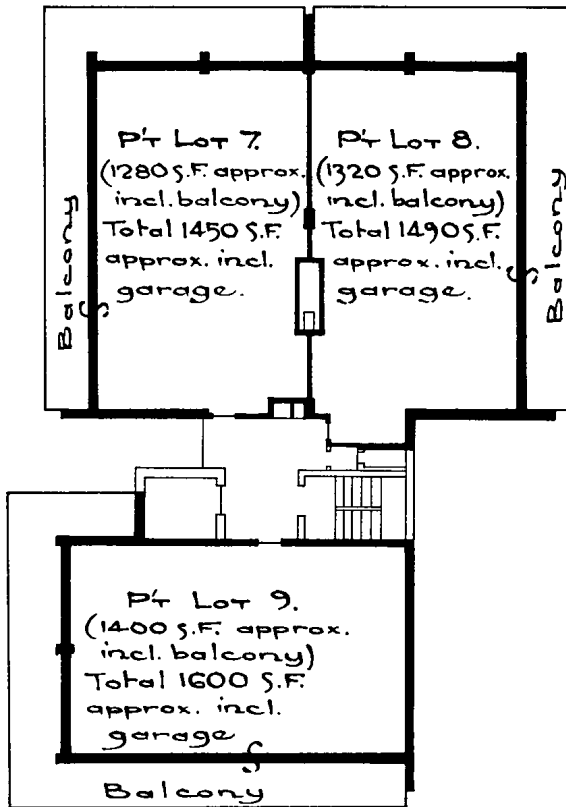



Council Clerk.

STRATA PLAN No. 4660

Scale: 15' : 1"

3RD FLOOR

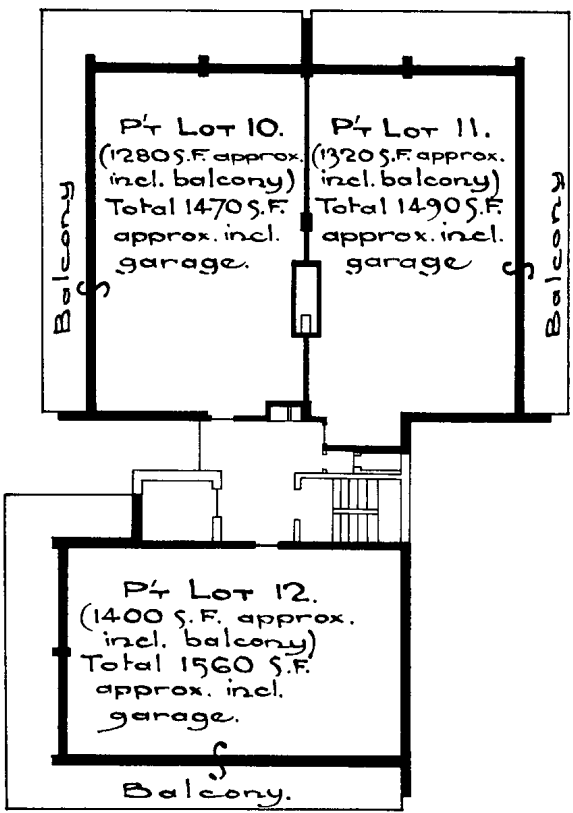



Council Clerk.

STRATA PLAN No. 4660

Scale: 1/8" = 1'

4TH FLOOR

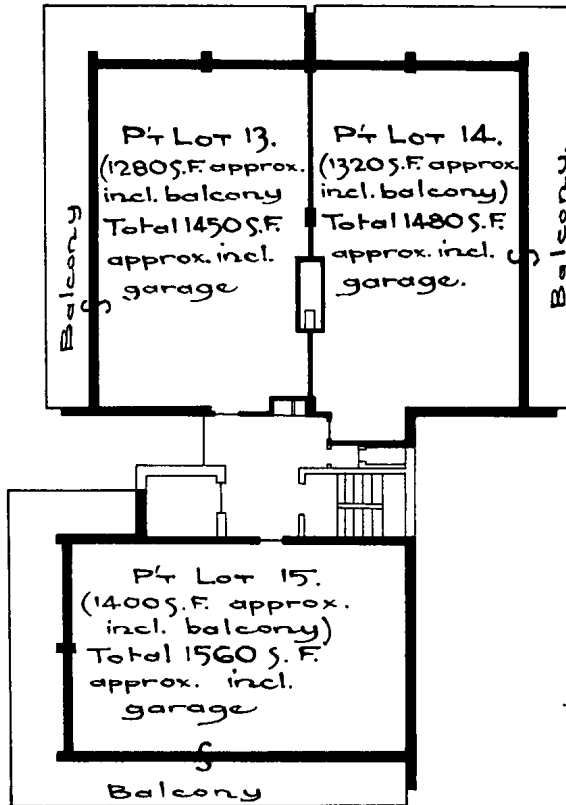



Council Clerk.

STRATA PLAN No. 4660

Scale: 15'-1"

5TH FLOOR



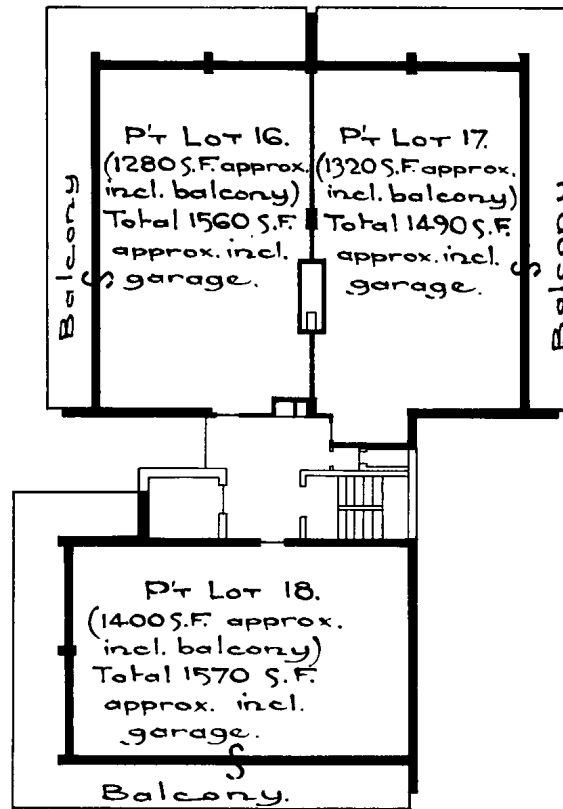
[Signature]

Council Clerk.

STRATA PLAN No. 4660

Scale: 1/5" = 1'

6TH FLOOR

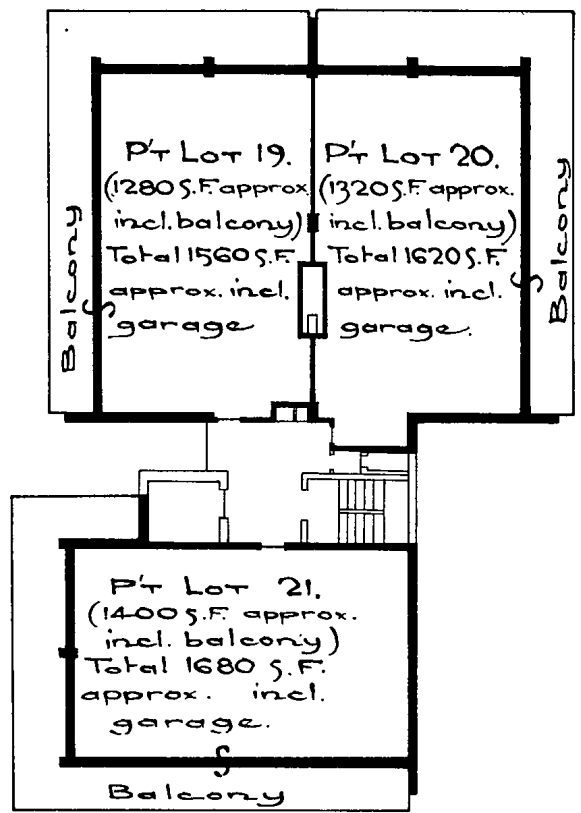



.....
Council Clerk.

STRATA PLAN No. 4660

Scale: 15'=1"

7TH FLOOR.



Title over the balconies extends from the centre of the floor upwards for 8'.
Roof slab is not trafficable except for maintenance purposes.


Council Clerk.

Ref:181433 /Src:M

MEMORANDUM OF TRANSFER



A604640S



Certificate
FEE SIMPLE.
Name, residence, occupation, or other designation, in full, of transferrer.

I, *William Bramwell Booth* of *London in England, General of the Salvation Army.*

A 604640

If a less estate, strike out "in fee simple," and interline the required alteration.
All subsisting encumbrances must be noted hereon. (See page 2.)
If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of *a hundred and sixty five pounds* (£165)

Name, residence, occupation, or other designation, in full of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by *Joseph Gerard Stewart of Manly, Storekeeper* And in consideration of *one hundred and twenty pounds* paid to the said *Joseph Gerard Stewart* by *Walter William Edwin Pope of Bathurst, Civil Servant.*

~~the receipt whereof I hereby acknowledge,~~ of which respective sums is *truly acknowledged* ~~to me~~ *by the said Joseph Gerard Stewart* at the request and by the direction of the said *Joseph Gerard Stewart* testified by his joining in and executing these presents.

If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said *Walter William Edwin Pope.*

Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^d

Parish or town and county.

situate in *the Shire of Warringham, Parish of Manly Cove, and County of Cumberland.*

"The whole" or "part," as the case may be.

being^e *part* of the land, comprised in^f *Certificate of Title*

"Crown grant," or "Certificate of Title."

dated *19th August 1912.* registered volume No. *2385* folio *201* and being *Lot 10 of Section 4* as shown on *Deposited Plan Number 6953*

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description of plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"as delineated in the plan hereon for" or "annexed hereto" or "described as follows, viz.:" Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

And also in the pieces of land as follows:— *And the said Walter William Edwin Pope for himself his heirs executors administrators transferees and assigns and so do bind not only himself but the registered proprietors for the time being of the land hereby transferred doth hereby covenant with the said William Bramwell Booth his heirs executors and administrators that he will not sell or permit to be sold or connive at or be a party to the sale of any wines, beers, ales, spirits or any other intoxicating liquor of any kind whatsoever on the land hereby transferred or any part of the land comprised in the said Deposited Plan Number 6953 and further that he will not carry on or permit to be carried on upon the land hereby transferred or any part of the land comprised in the said Deposited Plan any noxious noisome or offensive trade occupation or business.*

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

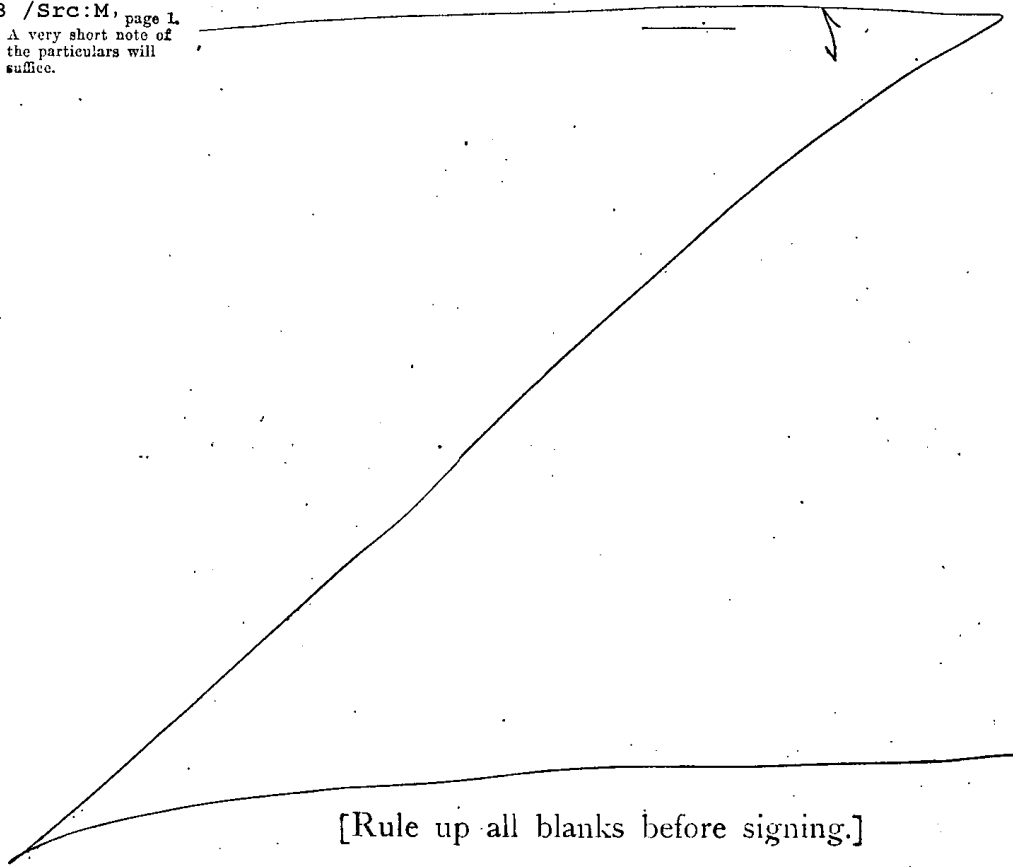
[Price, 6d.]

W. E. Pope

14/11/12

1

Ref:181433 /Src:M, page 1.
A very short note of the particulars will suffice.



[Rule up all blanks before signing.]

^m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.
This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.
If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at *Sydney*
the *28th* day of *July* in the year
of our Lord one thousand nine hundred and *Twenty*.

Signed in my presence by the said *William Bramwell Booth* by
his attorney James Haugh.....
WHO IS PERSONALLY KNOWN TO ME
W. Bramwell Booth
Booth's attorney James Haugh
Transferrer.

James G. Stewart ^m
Signed in my presence by
the said *Joseph Gerard*
Stewart who is
personally known to me
Rev. G. M. Sullivan
Solicitor
Booth

J. G. Stewart

² Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

*1/4 per lot 10 Sec 4
 D.P. 6953 at Dewby
 to Manly Cove
 Shire Warringham
 (Subj. to provisions)*

Lodged by

(Name) ROBSON & COWLISHAW
SOLICITORS.
 (Address) _____

Transferrer.

*Walter William Edwin
 Pope*
 Transferee.

A 604640

Particulars entered in the Register Book, Vol. 2283
 Folio 201.

the 24th day of August, 1920,
 at _____ minutes 10 o'clock
 in the fore noon.

Reliance

Registrar General.

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	19.8.20	[initials]
RECEIVED FROM RECORDS		
DRAFT WRITTEN		
DRAFT EXAMINED		
DIAGRAM COMPLETE		
DIAGRAM EXAMINED		
DRAFT FORWARDED		
NETD. TO RECORDS (REQUISITION)		
NETD. TO RECORDS (REGISTRAR)		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED	30.8.20	[initials]
SUPT. OF ENGROSSERS		
DEP. REGISTRAR GENERAL		
3093	209	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s., but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
 Transfers in common must receive separate Certificates. 20s. will be required for each additional Certificate.
 The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residus. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.



9 SEP 1983 12 38



T745439

NEW SOUTH WALES
 \$ = 003
 STAMP DUTY

LEASE

REAL PROPERTY ACT, 1900
 (To be lodged in duplicate)
 (See Instructions for Completion on back of form)

1 of 1
 \$ 80.

LAND of which LESSOR is registered proprietor		
Torrens Title Reference	If Part or Premises, See Note (a) (ii)	Location
Volume 8516 Folio 160	WHOLE PART being that part of the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 15817" hereinafter called the "demised premises" together with right of way and easement referred to in Clauses 1 and 2 hereof.	DEE WHY
THE PROPRIETORS - STRATA PLAN 4660		OFFICE USE ONLY N

(the above-named LESSOR) hereby leases to the LESSEE

THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney	OFFICE USE ONLY <i>over</i>
as joint tenants/tenants in common.	

the ~~land~~ premises above described, subject to the following PRIOR ENCUMBRANCES

1.
 2.
 3.

for a TERM of **Fifty (50) years**

commencing on **1/1/1983** and TERMINATING on **31/12/2032**

OFFICE USE ONLY	
31/12/2032	
Purchase NO.	Renewal NO.

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto, together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto).

at a rental of Ten cents (\$0.10) per annum payable at the expiration of the said term

RENT
 Note (i)

SUBJECT TO the covenants and provisions:
 (i) implied by sections 24 and 25 of the Conveyancing Act, 1919, or are not expressly negated or modified herein;
 (ii) set forth in the Memorandum filed in the Registrar General's Office as Number and
 (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

LODGED BY		LOCATION OF DOCUMENTS	
BANNER PERRY PURCELL 167 MACQUARIE ST., SYDNEY 221-3877 DK 109 1020		CT	OTHER
Delivery Box Number		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extra Fee	Checked by	Herewith.	
<i>EAG</i>	<i>EA</i>	In R.G.O. with <i>P</i>	
REGISTERED 30-11-1983		Produced by	
<i>Banner Perry Purcell</i>		
Registrar General		
		
		756P	

TO BE COMPLETED BY LODGING PARTY
 Notes (j) and (k)

OFFICE USE ONLY

Note (h)

Note (c)

PRIOR ENCUMBRANCES
 Notes (d) and (h)
 TERM
 Note (e)

LESSOR
 Note (b)

DESCRIPTION OF LAND
 Note (a)

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Lessee shall have the benefit of the following rights and liberties:

See annexure

Notes (l) and (n)

The Lessor reserves unto himself the following rights and liberties:

Notes (l) and (n)

SCHEDULE TWO HEREINBEFORE REFERRED TO

See annexure

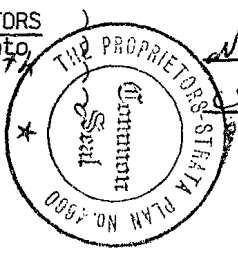
Notes (m) and (n)

CERTIFICATE OF BODY CORPORATE

The Body Corporate of Strata Plan No. 4660 hereby certifies:

1. The Common Property of the Strata Plan being dealt with in accordance with a unanimous resolution of the Body Corporate passed at a duly convened meeting on the 12th day of JANUARY 19 83
2. The Body Corporate has determined that N. J. McLEOD and A. CONNELL shall be the persons to countersign the affixing of the seal of Strata Plan No. 4660
3. The initial period has ~~has~~ not expired.
4. The requirements of Section 28 Subsection 3(a)(ii) of the Act have been complied with.

THE COMMON SEAL of THE PROPRIETORS
STRATA PLAN NO. 4660 was hereunto
affixed this 5th day of SEP 19 83



N. J. McLeod
A. Connell

ANNEXURE TO MEMORANDUM OF LEASE MADE THE ^{3rd} DAY OF ^{May} 19⁸⁸
BETWEEN THE PROPRIETORS - STRATA PLAN 4660 AS LESSOR and THE SYDNEY COUNTY
COUNCIL AS LESSEE

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way and Easement for Electricity Purposes (2.495 Wide) (1.52 Wide) (0.92 Wide) (1 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Right of Way and Easement for Electricity Purposes (2.495 Wide) (1.52 Wide) (0.92 Wide) (1 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

SCHEDULE TWO HEREINBEFORE REFERRED TO

3. The covenants and powers implied in every Lease by virtue of Sections 84 and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this Lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.

4. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919 (as amended):

1. The Lessee covenants with the Lessor to pay rent.
16. and will not assign or sublet without leave, no fine to be taken.
21. and the Lessor covenants with the Lessee for quiet enjoyment.

5. The Lessee shall have full right and liberty with or without tools, materials, plant and other apparatus and vehicles for access to the demised premises for its officers, servants, workmen, agents and contractors at all times of the day and night during the term hereby created.

SIGNED FOR AND ON BEHALF OF
THE PROPRIETORS - STRATA PLAN 4660

N. J. O'Leary
Att. Council

SIGNED FOR AND ON BEHALF OF
THE SYDNEY COUNTY COUNCIL

A. Chamberlain
Attorney

B. Lark
Witness

6. The Lessee may during the term hereby created install erect construct dismantle repair replace renew and maintain upon the demised premises such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such construction work therein as to effectively establish a substation for the supply and/or distribution of electricity.

7. The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers PROVIDED HOWEVER that in approving the connection of electrical loads to the substation the Lessee shall give priority to electrical loads which are located within the premises of the Lessor.

8. The Lessee shall have the right at the expiration or sooner determination hereof to take remove and carry away from the demised premises and the easement all cables fixtures fittings plant machinery and other equipment laid erected or brought by it on under and about such premises.

9. The Lessee shall meet all reasonable legal expenses incurred by the Lessor in connection with the preparation, stamping and registration of the within lease including the costs of obtaining the consent of any mortgagee.

10. The Lessor shall pay any rates and taxes which may be levied in respect of the demised premises or of the premises of which the demised premises forms part.

11. The Lessor shall maintain in a serviceable condition the right of way (and/or Right of Way and Easement) referred to on the plan annexed and any drainage system which may affect the demised premises.

12. The Lessor shall take all reasonable precautions to ensure any ventilation provided for the demised premises is not obstructed or impaired.

13. The Lessor shall not alter*existing ground levels on or adjacent to the easement or the demised premises or permit the erection of any structure on above or below the easement referred to in Clause 2 hereof, without first obtaining the written consent of the Lessee.

SIGNED FOR AND ON BEHALF OF
THE PROPRIETORS - STRATA PLAN 4660

D. J. Lead
Bob Connell

SIGNED FOR AND ON BEHALF OF
THE SYDNEY COUNTY COUNCIL

R. Kember
Attorney
B. Larter
Witness

1017A-

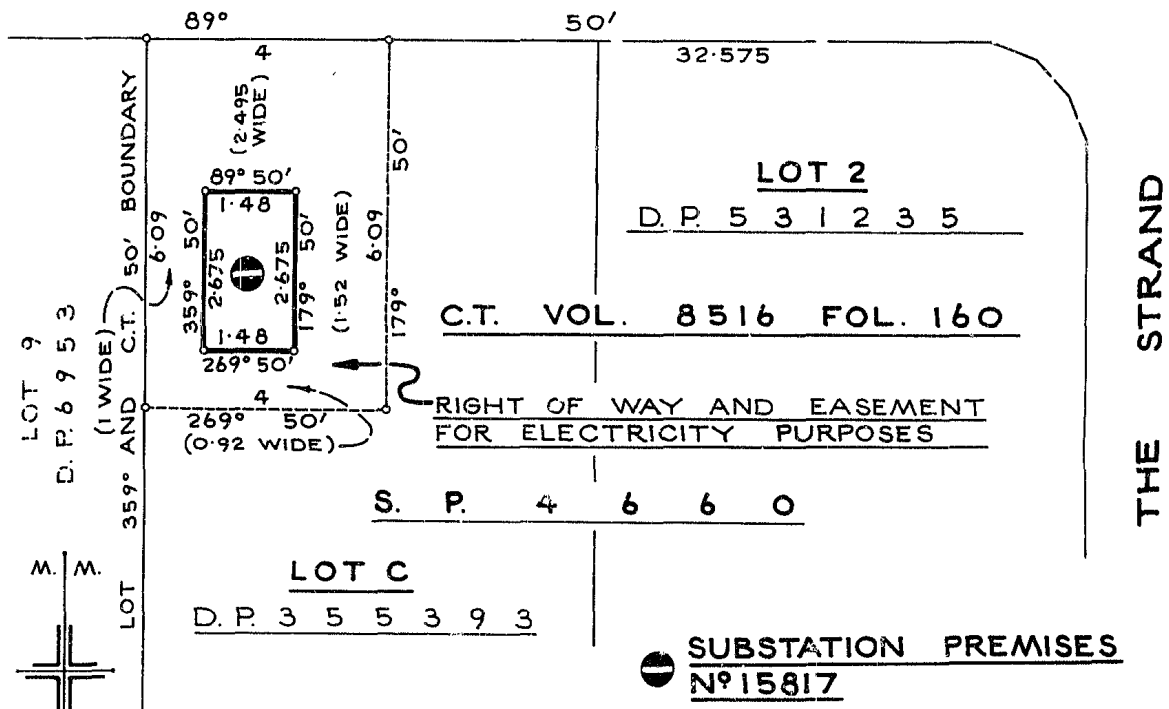


SHIRE OF WARRINGAH.
LOCALITY: DEE WHY.

PLAN

SHOWING SUBSTATION PREMISES N°15817, RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES WITHIN C.T. VOL. 8516 FOLIO 160.
PARISH OF MANLY COVE COUNTY OF CUMBERLAND.
REDUCTION RATIO 1:100

DEE WHY PARADE



THE STRUCTURE COMPRISING THE PREMISES TO BE LEASED FORMS THE BOUNDARIES OF THE SITE SHOWN AS SUBSTATION PREMISES HEREON.

A.L. Bull
A.L. BULL

REGISTERED SURVEYOR.

2 FEBRUARY, 1983

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "A" REFERRED TO IN MEMORANDUM OF LEASE

BETWEEN THE SYDNEY COUNTY COUNCIL AND THE PROPRIETORS - STRATA PLAN 4660

DATED

Signed for and on behalf of
THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of
THE PROPRIETORS - STRATA PLAN 4660

[Signature]
Attorney

[Signature]

[Signature]
Witness

[Signature]



THIS MARGIN IS TO REMAIN FREE OF NOT.

DATE OF LEASE..... 3rd May 1983

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (o)

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

RW Bonahere
Signature of Witness

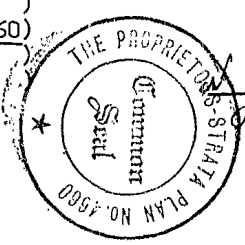
RW CONABERE
Name of Witness (BLOCK LETTERS)

3/89 JEE WAY PDE
Address and occupation of Witness
JEE WAY

D. J. Lead
Signature of Lessor

THE COMMON SEAL of
THE PROPRIETORS - STRATA PLAN 4660
was hereunto affixed in the
presence of:

W. Connell



D. J. Lead

Note (o)

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

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and occupation of Witness

.....
Signature of Lessee

SIGNED SEALED AND DELIVERED for and on behalf of THE SYDNEY COUNTY COUNCIL by RAYMOND JAMES REMBERTON its duly constituted Attorney pursuant to Power of Attorney registered Book 3453 No. 629 and I declare that I have no notice of the revocation of the said Power of Attorney in the presence of:

R. Remberton
Attorney

B. Larter
Witness

INSTRUCTIONS FOR COMPLETION

Form RPIC is to be used for leases of the fee simple and for sub-leases where a folio of the Register has issued for the leasehold estate.
 Use form RPIA for sub-leases where a folio of the Register has not issued for the leasehold estate.
 This dealing should be stamped by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.
 Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.
 Rule up all blanks.
 The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) TORRENS TITLE REFERENCE.—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being leased, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (ii) PART/WHOLE.—If part only of the land in the folio of the Register is being leased or the lease is of premises, delete the word "WHOLE" and insert the lot and plan number, reference to plan annexed, portion, &c., or adequate description of premises leased, e.g., all those premises known as 55 Numa Street, Ryde, erected on the said land. Evidence of council approval is not required to a subdivision by lease unless the term exceeds 5 years, or the lease contains an option of renewal which extends the term beyond a 5 years period. See also sections 327 and 327AA, Local Government Act, 1919.
- (iii) LOCATION.—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Ryde. If no locality is shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) Show the full name, address and occupation or description.

(c) Delete if only one lessee. If more than one lessee, delete either "joint tenants" or "tenants in common", and, if the lessees hold as tenants in common, state the shares in which they hold.

(d) In the memorandum of encumbrances, state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ to which this lease is subject.

(e) Insert the term of the lease, e.g., 4 years commencing on 11/11/1979 and TERMINATING on 10/11/1983.

(f) Strike out such words as are not applicable. If an option to purchase or an option of renewal is included in the lease, the relevant clause in SCHEDULE TWO, in which it appears, should be shown and the option should be set out in full in SCHEDULE TWO.

(g) Strike out such words as are not applicable.

(h) Strike out whichever does not apply.

(i) Show terms of rent and method of repayment.

(j) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(k) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title and, where appropriate, duplicate registered Lease. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

(l) Any easement, exception, right, &c., intended to be granted or reserved should be set out in full in SCHEDULE ONE. If not applicable, rule through this space.

(m) This space on the lease form may be used for the insertion of additional covenants.

(n) If the space is insufficient, use insert sheets of the same size and quality of paper and having the same margins as the lease form. Each such insert sheet must be signed by the parties and attesting witnesses.

(o) Execution.

- GENERALLY (i) Should there be insufficient space on the form for execution of the lease, use an annexure sheet.
- (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by all parties to the lease, each party to execute the lease in the presence of an adult witness, not being a party to the lease, to whom he is personally known. The solicitor for the lessee may sign the certificate on behalf of the lessee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY (iii) If the lease is executed by an attorney for the lessor/lessee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY (iv) If the lease is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the lease has been executed.
- CORPORATION (v) If the lease is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
No. OF NAMES:					
(A) FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE AND OTHER DIRECTIONS					
(F) FOLIO IDENTIFIER (OR RECD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS	
8516 - 160	OW	L	T745439	Lease to The Sydney County Council of Substation Premises N ^o 15817 together with right of way and easement for electricity purposes as shown in plan with T745439 - Expires 31/12/2032.	



AM686021K

Form: 15CH
Release: 2.1

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

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

(A) **TORRENS TITLE**

For the common property CP/SP4660

(B) **LODGED BY**

Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: SP4660-KT-#4049 RANN 0114881	CODE CH
------------------------------------	---	-----------------------

- (C) The Owners-Strata Plan No. 4660 certify that a special resolution was passed on 1/6/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 16
Added by-law No. 16
Amended by-law No. NOT APPLICABLE
as fully set out below:
Refer Annexure A.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of The Owners-Strata Plan No. 4660 was affixed on _____ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:
Name:
Authority:

Signature:
Name:
Authority:

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Q. NUR

Total 13 pages

ON: CDBL OFF: SBL
ON: CT OFF: CB: AG 396265, AI 691465

h

The By-laws for SP4660 are added to as follows:

16 Keeping of animals

**PART 1
INTERPRETATION**

1.1 In this by-law:

- a) **Assistance Animal** means assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.
- b) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- c) **Council** means the local municipal council applicable to the strata scheme.
- d) **Lot** means a lot in strata scheme No. 4660.
- e) **Owner** means the owner of the Lot from time to time.
- f) **Occupier** means the occupier of the Lot from time to time.
- g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 4660.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
CONDITIONS**

PART A

Keeping an animal

- 2.1 Subject to section 139(5) of the Strata Schemes Management Act 2015, an Owner or Occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 2.2 An Owner or Occupier of a lot must:
 - (a) obtain the approval in writing of the Owners Corporation to keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
 - (b) agree in writing with the Owners Corporation to any additional condition pursuant to clause 3.4 prior to the animal being introduced to the building.
- 2.3 An Owner or Occupier of a Lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.

- 2.4 To the extent permitted by law, animals (except a small caged bird or fish) must be micro chipped, desexed and registered with the local Council or any other Authority having such jurisdiction.
- 2.5 An Owner or Occupier may keep an Assistance Animal on a Lot, subject to 2.5(a):
 - (a) A person who keeps an Assistance Animal on a Lot is to produce evidence to the Owners Corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.

PART B
Consent from Owners Corporation

- 3.1 An Owner or Occupier of a Lot who applies for approval to keep an animal on the Lot or the common property must provide the following details to the Owners Corporation including any proposed restraining or management strategies:
 - (a) the type of animal;
 - (b) the breed of the animal;
 - (c) the size of the animal; and
 - (d) the age of the animal.
- 3.2 The Owners Corporation will observe the applicable guidelines published by the local Council when determining a request by an Owner or Occupier of a Lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.
- 3.4 The Owners Corporation may impose additional conditions at the time of giving approval to keep an animal.
- 3.5 If the Owners Corporation refuses to give approval or revokes previously granted approval to an Owner or Occupier of a Lot to keep an animal:
 - (a) the Owners Corporation must provide to the affected Owner or Occupier of a Lot its reasons for refusal or revocation of approval; and
 - (b) the affected Owner or Occupier of a Lot will have recourse to review by providing further information or discussing their request with the Owners Corporation on an informal basis.
- 3.6 The Owners Corporation will attempt to make a decision whether or not to give approval to an Owner or Occupier to keep an animal within 2 months of receiving such an application.

PART C
Conditions for keeping an animal

- 4.1 The Owners Corporation has the right to withdraw its approval to an Owner or Occupier of a Lot to keep an animal if:
 - (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another Owner or Occupier of a Lot; or
 - (b) the animal enters the common property or Lot of any other Owner or Occupier of a Lot without their consent; or
 - (c) the animal soils on the common property or Lot of any other Owner or Occupier of Lot; or

- (d) the animal engages in any destructive behaviour on the common property or the Lot of any other
 - (e) an Owner or Occupier of a Lot does not comply with their obligations under this by-law; or
 - (f) an Owner or Occupier of a Lot breaches a condition of approval made by the Owners Corporation.
- 4.2 If the Owners Corporation withdraws the right of an Owner or Occupier of a Lot to keep an animal, the Owner or Occupier of a Lot must remove their animal within 1 month of such a request being made by the Owners Corporation.

PART D
Animal owner responsibilities

- 5.1 An Owner or Occupier of a Lot who owns an animal is responsible to another Owner or Occupier of a Lot and visitor using the common property for:
- (a) any noise that their animal makes which causes unreasonable disturbance;
 - (b) damage to or loss of property or injury caused to any person caused by the animal; and
 - (c) cleaning up after their animal.

PART E
Control of animal

- 6.1 An Owner or Occupier of a Lot must control their animal and not permit their animal to wander on to another Lot or the common property.
- 6.2 If it is necessary for an Owner or Occupier of a Lot to take an animal on to common property, an Owner or Occupier of a Lot must ensure that their animal is sufficiently restrained by either a leash or cage.

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP4660**

Consolidated List of By-laws for SP4660

- 1 Noise**
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2 Vehicles**
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 3 Obstruction of common property**
An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- 4 Damage to lawns and plants on common property**
An owner or occupier of a lot must not:
 - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (b) use for his or her own purposes as a garden any portion of the common property.
- 5 Damage to common property**
 - (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
 - (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
 - (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
 - (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
 - (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.
- 6 Behaviour of owners and occupiers**
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 7 Children playing on common property in building**
An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.



8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 Floor coverings

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

15 Garbage disposal

An owner or occupier of a lot:

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

**PART 1
INTERPRETATION**

1.1 In this by-law:

- a) **Assistance Animal** means assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.
- b) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- c) **Council** means the local municipal council applicable to the strata scheme.
- d) **Lot** means a lot in strata scheme No. 4660.
- e) **Owner** means the owner of the Lot from time to time.
- f) **Occupier** means the occupier of the Lot from time to time.
- g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 4660.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
CONDITIONS**

PART A

Keeping an animal

2.1 Subject to section 139(5) of the Strata Schemes Management Act 2015, an Owner or Occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.

2.2 An Owner or Occupier of a lot must:

- (a) obtain the approval in writing of the Owners Corporation to keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
- (b) agree in writing with the Owners Corporation to any additional condition pursuant to clause 3.4 prior to the animal being introduced to the building.

- 2.3 An Owner or Occupier of a Lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.4 To the extent permitted by law, animals (except a small caged bird or fish) must be micro chipped, desexed and registered with the local Council or any other Authority having such jurisdiction.
- 2.5 An Owner or Occupier may keep an Assistance Animal on a Lot, subject to 2.5(a):
 - (a) A person who keeps an Assistance Animal on a Lot is to produce evidence to the Owners Corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.

PART B
Consent from Owners Corporation

- 3.1 An Owner or Occupier of a Lot who applies for approval to keep an animal on the Lot or the common property must provide the following details to the Owners Corporation including any proposed restraining or management strategies:
 - (a) the type of animal;
 - (b) the breed of the animal;
 - (c) the size of the animal; and
 - (d) the age of the animal.
- 3.2 The Owners Corporation will observe the applicable guidelines published by the local Council when determining a request by an Owner or Occupier of a Lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.
- 3.4 The Owners Corporation may impose additional conditions at the time of giving approval to keep an animal.
- 3.5 If the Owners Corporation refuses to give approval or revokes previously granted approval to an Owner or Occupier of a Lot to keep an animal:
 - (a) the Owners Corporation must provide to the affected Owner or Occupier of a Lot its reasons for refusal or revocation of approval; and
 - (b) the affected Owner or Occupier of a Lot will have recourse to review by providing further information or discussing their request with the Owners Corporation on an informal basis.
- 3.6 The Owners Corporation will attempt to make a decision whether or not to give approval to an Owner or Occupier to keep an animal within 2 months of receiving such an application.

PART C
Conditions for keeping an animal

- 4.1 The Owners Corporation has the right to withdraw its approval to an Owner or Occupier of a Lot to keep an animal if:
 - (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another Owner or Occupier of a Lot; or
 - (b) the animal enters the common property or Lot of any other Owner or Occupier of a Lot without their consent; or

- (c) the animal soils on the common property or Lot of any other Owner or Occupier of Lot; or
 - (d) the animal engages in any destructive behaviour on the common property or the Lot of any other
 - (e) an Owner or Occupier of a Lot does not comply with their obligations under this by-law; or
 - (f) an Owner or Occupier of a Lot breaches a condition of approval made by the Owners Corporation.
- 4.2 If the Owners Corporation withdraws the right of an Owner or Occupier of a Lot to keep an animal, the Owner or Occupier of a Lot must remove their animal within 1 month of such a request being made by the Owners Corporation.

PART D
Animal owner responsibilities

- 5.1 An Owner or Occupier of a Lot who owns an animal is responsible to another Owner or Occupier of a Lot and visitor using the common property for:
- (a) any noise that their animal makes which causes unreasonable disturbance;
 - (b) damage to or loss of property or injury caused to any person caused by the animal; and
 - (c) cleaning up after their animal.

PART E
Control of animal

- 6.1 An Owner or Occupier of a Lot must control their animal and not permit their animal to wander on to another Lot or the common property.
- 6.2 If it is necessary for an Owner or Occupier of a Lot to take an animal on to common property, an Owner or Occupier of a Lot must ensure that their animal is sufficiently restrained by either a leash or cage.
- 17 Appearance of lot**
- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
 - (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.
- 18 Notice board**
An owners corporation must cause a notice board to be affixed to some part of the common property.
- 19 Change in use of lot to be notified**
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

Special By-Law 1

Parking on Common Property

Subject to all laws, the Owners Corporation shall have the following powers and authority in respect of any motor or other vehicle parked or otherwise standing upon Common Property in breach of By-Law 2.

- a) to remove the motor vehicle or other vehicle from the Common Property;
- b) to affix wheel locking clamps or other locking devices to any motor or other vehicle;
- c) incidental to removal of the motor or other vehicle, to arrange towing or storage or both of that motor or other vehicle all or any costs incidental to the Owners Corporation exercising its powers under this By law as a debt due by that person to the Owners Corporation.

Special By-Law 2

Outdoor Awnings

1. The Owners Corporation pursuant to the conditions set out in this By law, grant to the Owner for the time being of each Lot ("the Owner") shall have a privilege in respect of the Common Property to install an awning to serve their Lot in the following terms:-

For the purpose of this By-law, "awning" includes all ancillary fixtures and fittings.

The installation of the awning is referred to in this By-law as "the Works".

- (a) the installation of retractable weatherproof outdoor awnings of which their appearance is in keeping with the rest of the building may be installed on the buildings western side balconies attached to the balcony soffit by metal brackets (the Works) and will be installed or effected by or on behalf of the Owner of a Lot;
 - (b) on the conditions set out in this By-law, the Owner for the time being of the lot (the Owner) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the Common Property directly affected by the works;
 - (c) obtain the written approval (which may be conditional) of the Owners Corporation confirming the location and type of the proposed awning, of which approval may not be withheld unreasonably;
 - (d) carry out the installation in a proper and skillful manner;
 - (e) the Owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings installed as part of the Works) in a state of good and serviceable repair; and
 - (f) the Owner may remove the improvements installed in the course of the Works and after doing so must restore the Common Property to its original condition.
2. The Owner acknowledges and agrees that the provisions of By-law No 5 relate to and are binding upon the Owner and that the Owner must comply with By-law No 5 with respect to the Works and Common Property affected by the performance of the Works, which clauses are incorporated by reference in this By law so that the Owner is responsible for the maintenance, upkeep, renewal, and replacement of the works and the common property affected by the Works and assumes all of the responsibilities and liabilities under those clauses with respect to the Works.
 3. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works that would not have been incurred if the awning had not been installed.

FILM WITH

AM686021

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

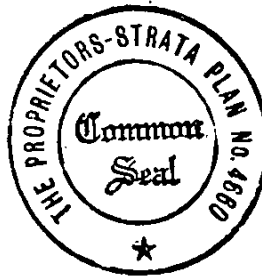
~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 4660 was affixed on [^] 12 AUGUST 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: CHRIS MILLER Authority: STRATA MANAGING AGENT MASON AND BROPHY STRATA MANAGEMENT P/L

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.



Form: 15CH
Release: 2.1

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



AN67660B

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

(A) TORRENS TITLE

For the common property
CP/SP4660

(B) LODGED BY

Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669	CODE CH
	Reference: #4330 - KT - SP4660 BANN - 7019423	

- (C) The Owners-Strata Plan No. 4660 certify that a special resolution was passed on 17/10/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. Special By-law 3
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 Refer Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B.
- (G) The seal of The Owners-Strata Plan No. 4660 was affixed on _____ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____
 Name: _____
 Authority: Refer Annexure A

Signature: _____
 Name: _____
 Authority: Refer Annexure A

[Handwritten Signature]

on CD3L

off CD3L

The By-laws for SP4660 are added to as follows:

Special By-law 3 – SHORT TERM LETTING RESTRICTIONS

By-law regarding compliance with development consent conditions and environmental planning instruments etc.

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

Environmental Planning Instrument means an instrument which includes, but is not limited to the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.

Lot means a lot in strata scheme 4660.

Occupier means the occupier of a Lot from time to time as notified to the Owners Corporation in accordance with section 258 of the Strata Schemes Management Act 2015 including any related person as set out in regulation 36 of the Strata Schemes Management Regulations 2016.

Owner means the owner of a Lot from time to time including any related person as set out in regulation 36 of the Strata Schemes Management Regulations 2016.

Owners Corporation means the owners corporation created by the registration of strata plan registration no. 4660.

Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW) including any amending and replacing legislation.

Security Access Key means a key permitting access to secured parts of the common property issued to Owners and Occupiers of a Lot.

Short Term Letting means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
RIGHTS**

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.

- 2.3 An Owner or Occupier of a Lot must not permit their Security Access Key to be utilised by any individual that is not an Owner or Occupier.

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP4660**

Consolidated List of By-laws for SP4660

- 1 Noise**
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2 Vehicles**
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.
- 3 Obstruction of common property**
An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- 4 Damage to lawns and plants on common property**
An owner or occupier of a lot must not:
 - (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (b) use for his or her own purposes as a garden any portion of the common property.
- 5 Damage to common property**
 - (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
 - (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
 - (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
 - (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
 - (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.
- 6 Behaviour of owners and occupiers**
An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- 7 Children playing on common property in building**
An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.



8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

An owner or occupier of a lot:

(a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and

- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

PART 1 INTERPRETATION

1.1 In this by-law:

- a) **Assistance Animal** means assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.
- b) **Authority** means any relevant government, semi government, statutory, public or other authority having any jurisdiction over the Lot.
- c) **Council** means the local municipal council applicable to the strata scheme.
- d) **Lot** means a lot in strata scheme No. 4660.
- e) **Owner** means the owner of the Lot from time to time.
- f) **Occupier** means the occupier of the Lot from time to time.
- g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 4660.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 CONDITIONS

PART A

Keeping an animal

- 2.1 Subject to section 139(5) of the Strata Schemes Management Act 2015, an Owner or Occupier of a lot must not, without the prior approval in writing of the Owners Corporation, keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property.
- 2.2 An Owner or Occupier of a lot must:
 - (a) obtain the approval in writing of the Owners Corporation to keep any animal (except a cat, small caged bird or fish kept in a secure aquarium on the lot) on the lot or the common property; and
 - (b) agree in writing with the Owners Corporation to any additional condition pursuant to clause 3.4 prior to the animal being introduced to the building.

- 2.3 An Owner or Occupier of a Lot must ensure that a visitor to the scheme is not permitted to bring any animal on common property without the approval in writing of the owners corporation.
- 2.4 To the extent permitted by law, animals (except a small caged bird or fish) must be micro chipped, desexed and registered with the local Council or any other Authority having such jurisdiction.
- 2.5 An Owner or Occupier may keep an Assistance Animal on a Lot, subject to 2.5(a):
 - (a) A person who keeps an Assistance Animal on a Lot is to produce evidence to the Owners Corporation that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992.

PART B
Consent from Owners Corporation

- 3.1 An Owner or Occupier of a Lot who applies for approval to keep an animal on the Lot or the common property must provide the following details to the Owners Corporation including any proposed restraining or management strategies:
 - (a) the type of animal;
 - (b) the breed of the animal;
 - (c) the size of the animal; and
 - (d) the age of the animal.
- 3.2 The Owners Corporation will observe the applicable guidelines published by the local Council when determining a request by an Owner or Occupier of a Lot to keep a dog that is a restricted dog or dangerous as defined under the Companion Animals Act 1998.
- 3.4 The Owners Corporation may impose additional conditions at the time of giving approval to keep an animal.
- 3.5 If the Owners Corporation refuses to give approval or revokes previously granted approval to an Owner or Occupier of a Lot to keep an animal:
 - (a) the Owners Corporation must provide to the affected Owner or Occupier of a Lot its reasons for refusal or revocation of approval; and
 - (b) the affected Owner or Occupier of a Lot will have recourse to review by providing further information or discussing their request with the Owners Corporation on an informal basis.
- 3.6 The Owners Corporation will attempt to make a decision whether or not to give approval to an Owner or Occupier to keep an animal within 2 months of receiving such an application.

PART C
Conditions for keeping an animal

- 4.1 The Owners Corporation has the right to withdraw its approval to an Owner or Occupier of a Lot to keep an animal if:
 - (a) the animal becomes offensive, vicious, aggressive, noisy or a nuisance to another Owner or Occupier of a Lot; or
 - (b) the animal enters the common property or Lot of any other Owner or Occupier of a Lot without their consent; or

- (c) the animal soils on the common property or Lot of any other Owner or Occupier of Lot;
or
- (d) the animal engages in any destructive behaviour on the common property or the Lot of
any other
- (e) an Owner or Occupier of a Lot does not comply with their obligations under this by-law;
or
- (f) an Owner or Occupier of a Lot breaches a condition of approval made by the Owners
Corporation.

4.2 If the Owners Corporation withdraws the right of an Owner or Occupier of a Lot to keep an animal, the Owner or Occupier of a Lot must remove their animal within 1 month of such a request being made by the Owners Corporation.

PART D
Animal owner responsibilities

5.1 An Owner or Occupier of a Lot who owns an animal is responsible to another Owner or Occupier of a Lot and visitor using the common property for:

- (a) any noise that their animal makes which causes unreasonable disturbance;
- (b) damage to or loss of property or injury caused to any person caused by the animal;
and
- (c) cleaning up after their animal.

PART E
Control of animal

6.1 An Owner or Occupier of a Lot must control their animal and not permit their animal to wander on to another Lot or the common property.

6.2 If it is necessary for an Owner or Occupier of a Lot to take an animal on to common property, an Owner or Occupier of a Lot must ensure that their animal is sufficiently restrained by either a leash or cage.

17 Appearance of lot

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

18 Notice board

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

19 Change in use of lot to be notified

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

Special By-Law 1

Parking on Common Property

Subject to all laws, the Owners Corporation shall have the following powers and authority in respect of any motor or other vehicle parked or otherwise standing upon Common Property in breach of By-Law 2.

- a) to remove the motor vehicle or other vehicle from the Common Property;
- b) to affix wheel locking clamps or other locking devices to any motor or other vehicle;
- c) incidental to removal of the motor or other vehicle, to arrange towing or storage or both of that motor or other vehicle all or any costs incidental to the Owners Corporation exercising its powers under this By law as a debt due by that person to the Owners Corporation.

Special By-Law 2

Outdoor Awnings

1. The Owners Corporation pursuant to the conditions set out in this By law, grant to the Owner for the time being of each Lot ("the Owner") shall have a privilege in respect of the Common Property to install an awning to serve their Lot in the following terms:-

For the purpose of this By-law, "awning" includes all ancillary fixtures and fittings.

The installation of the awning is referred to in this By-law as "the Works".

- (a) the installation of retractable weatherproof outdoor awnings of which their appearance is in keeping with the rest of the building may be installed on the buildings western side balconies attached to the balcony soffit by metal brackets (the Works) and will be installed or effected by or on behalf of the Owner of a Lot;
 - (b) on the conditions set out in this By-law, the Owner for the time being of the lot (the Owner) shall have a special privilege to keep and maintain the Works and a right of exclusive use and enjoyment of that part of the Common Property directly affected by the works;
 - (c) obtain the written approval (which may be conditional) of the Owners Corporation confirming the location and type of the proposed awning, of which approval may not be withheld unreasonably;
 - (d) carry out the installation in a proper and skillful manner;
 - (e) the Owner must maintain the improvements installed in the course of the works (including but not limited to fixtures and fittings installed as part of the Works) in a state of good and serviceable repair; and
 - (f) the Owner may remove the improvements installed in the course of the Works and after doing so must restore the Common Property to its original condition.
2. The Owner acknowledges and agrees that the provisions of By-law No 5 relate to and are binding upon the Owner and that the Owner must comply with By-law No 5 with respect to the Works and Common Property affected by the performance of the Works, which clauses are incorporated by reference in this By law so that the Owner is responsible for the maintenance, upkeep, renewal, and replacement of the works and the common property affected by the Works and assumes all of the responsibilities and liabilities under those clauses with respect to the Works.
 3. The Owner must indemnify the Owners Corporation against any liability or expense arising out of the Works that would not have been incurred if the awning had not been installed.

Special By-law 3 – SHORT TERM LETTING RESTRICTIONS

By-law regarding compliance with development consent conditions and environmental planning instruments etc.

PART 1

DEFINITIONS & INTERPRETATION

1.1 In this by-law:

Environmental Planning Instrument means an instrument which includes, but is not limited to the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.

Lot means a lot in strata scheme 4660.

Occupier means the occupier of a Lot from time to time as notified to the Owners Corporation in accordance with section 258 of the Strata Schemes Management Act 2015 including any related person as set out in regulation 36 of the Strata Schemes Management Regulations 2016.

Owner means the owner of a Lot from time to time including any related person as set out in regulation 36 of the Strata Schemes Management Regulations 2016.

Owners Corporation means the owners corporation created by the registration of strata plan registration no. 4660.

Residential Tenancies Act means the Residential Tenancies Act 2010 (NSW) including any amending and replacing legislation.

Security Access Key means a key permitting access to secured parts of the common property issued to Owners and Occupiers of a Lot.

Short Term Letting means any arrangement by which an Owner or Occupier permits someone to occupy the Lot in return for payment of a fee other than in accordance with the Residential Tenancies Act. Short Term Letting includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 RIGHTS

2.1 An Owner or Occupier of a Lot must not permit their Lot to be utilised for Short Term Letting.

2.2 An Owner or Occupier shall not at any time breach:

- (a) any development consent condition of the Owners Corporation; and
- (b) any Environmental Planning Instrument.

2.3 An Owner or Occupier of a Lot must not permit their Security Access Key to be utilised by any individual that is not an Owner or Occupier.

SEWERAGE SERVICE DIAGRAM

Municipality of *Warringah*

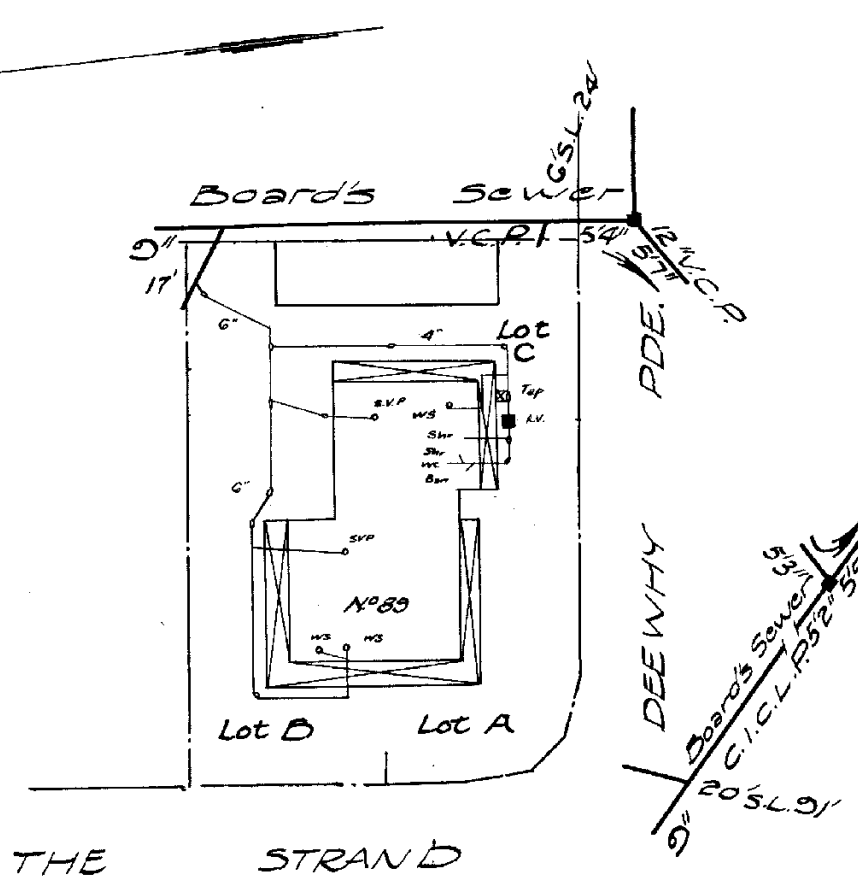
No. *GG3797*

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|---|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input checked="" type="checkbox"/> R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| <input checked="" type="checkbox"/> Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input checked="" type="checkbox"/> G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input checked="" type="checkbox"/> Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input checked="" type="checkbox"/> P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| <input checked="" type="checkbox"/> R.S. Reflex Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

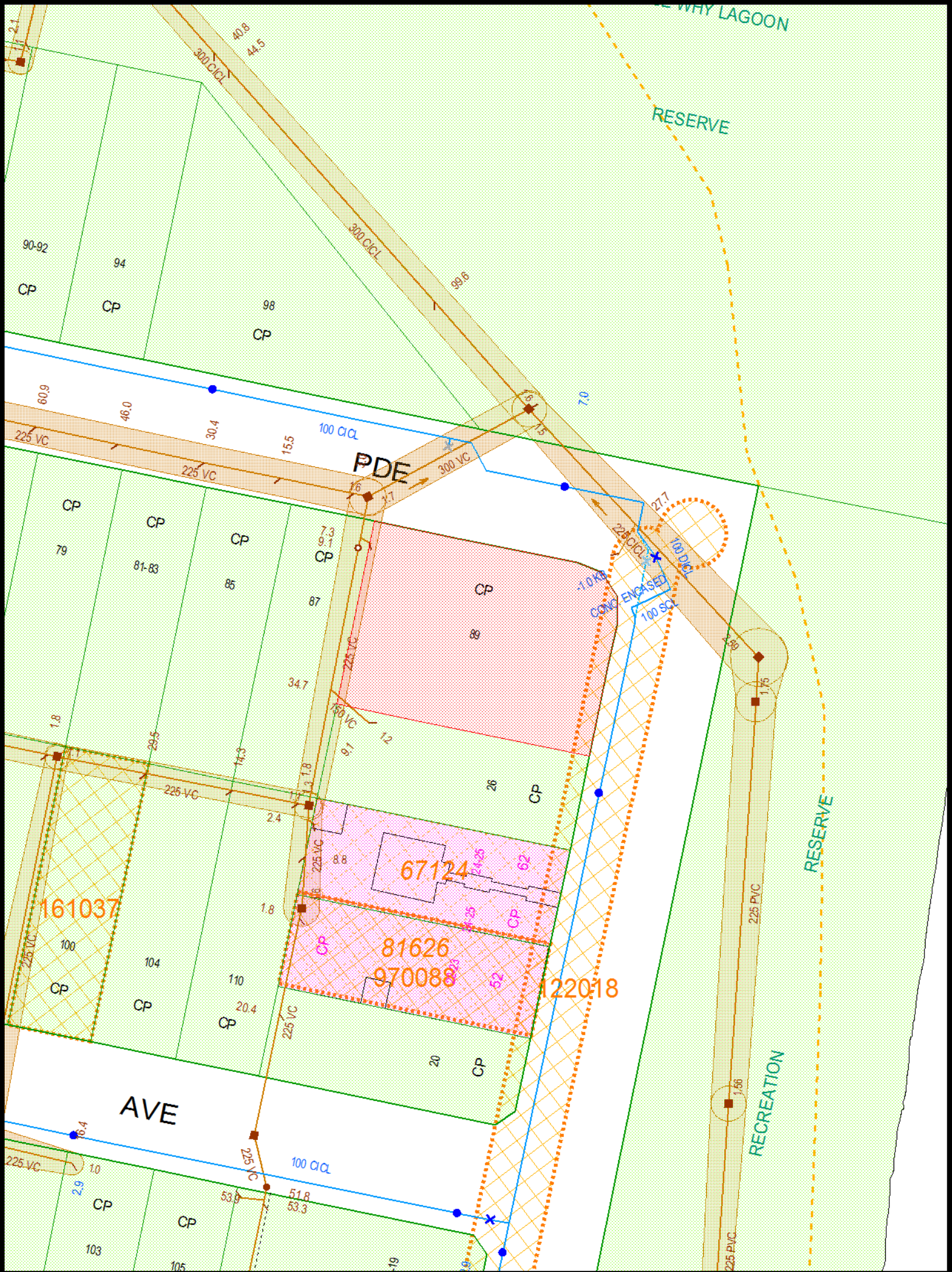
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. _____ W.C.s _____ U.C.s _____ 19____
 SHEET No. *7/55* OFFICE USE ONLY For Engineer House Services

DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
W.C.			
Bth.			
Shr.			
Bsn.			
K.S.			
T.			
Pig.			
Dep. Insp.			
Examined by Inspector		Inspector	
Chief Inspector		986 133	
		1080-495	

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



Northern Beaches Council Planning Certificate – Part 2

Applicant: McCauley Peters & Cripps
Po Box 107
MONA VALE NSW 1660

Reference: 181433
Date: 23/07/2019
Certificate No. ePLC2019/3898

Address of Property: 4/89 Dee Why Parade DEE WHY NSW 2099
Description of Property: Lot 4 SP 4660

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 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
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 62—Sustainable Aquaculture
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 (Miscellaneous Consent Provisions) 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
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 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

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”

· Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

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 B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide an environment for pedestrians that is safe, comfortable and interesting.
- To create urban form that relates favourably in scale and in architectural and landscape treatment to neighbouring land uses and to the natural environment.
- To minimise conflict between land uses in the zone and adjoining zones and ensure the amenity of any adjoining or nearby residential land uses.

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; Information and education facilities;

Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; 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; 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 2019.

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.

I) Fire Safety Code

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

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):

Acid Sulfate Soils-Class 3

This land is identified as Acid Sulfate Soils Class 3 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

(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 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

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.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

**Ray Brownlee PSM
Chief Executive Officer**

23/07/2019

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S4660/4	Unit 4, 89 DEE WHY PDE DEE WHY 2099	\$303 007

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.



MR KENNY JACKMAN
6 MURRAY ROAD
FRESHWATER NSW 2096

Our reference: 7108422622494

Phone: 13 28 66

16 August 2018

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KENNY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410168232295
Vendor name	KENNY JACKMAN
Previous Vendor name	
Vendor address	6 MURRAY ROAD FRESHWATER NSW 2096
Clearance Certificate Period	16 August 2018 to 16 August 2019

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Jeremy Hirschhorn
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MRS ADELLE A JACKMAN
C/- ANTHONY MACDERMOTT
SUITE 4 2 BUNGAN LANE
MONA VALE NSW 2103

Our reference: 7108452005916
Phone: 13 28 66
20 August 2018

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ADELLE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410168920438
Vendor name	ADELLE ANNE JACKMAN
Previous Vendor name	
Vendor address	6 MURRAY ROAD FRESHWATER NSW 2096
Clearance Certificate Period	20 August 2018 to 20 August 2019

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Jeremy Hirschhorn
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

RESIDENTIAL TENANCY AGREEMENT - NOVAK



(Where Tenancy is for a term of 3 years or less)
(Residential Tenancies Act – 2010)

This Agreement is in 2 parts:

Part 1 – Sets out the terms of the agreement

Part 2 – Contains the condition report in respect of the residential premises.

PART 1 – PAGE 1: TERMS OF THE AGREEMENT

THIS AGREEMENT is made on 27/05/19 at 822 Pittwater Rd Dee Why NSW 2099.

BETWEEN:

- | **LANDLORD:** MR KENNY JACKMAN
- | **LANDLORDS AGENT:** FRESHWATER MANAGEMENT GROUP PTY TRADING AS NOVAK
A.B.N 44 770 739 215
822 PITTWATER ROAD, DEE WHY 2099
- | **TENANT:** LUKE ANTHONY KER & MELISSA GUNES REYMES-COLE
- | **PREMISES:** The landlord gives the tenant the right to occupy the premises at
4/89 DEE WHY PARADE, DEE WHY NSW 2099.
- | **PARKING:** 1 X CARSPACE

The premises are FURNISHED. No more than 2 ADULT PERSON/S may ordinarily live in the premises at any one time.

- | **RENT:** The rent is: \$1,920.00 PER FORTNIGHT starting on 27/05/19.
THE TENANT MUST ALWAYS REMAIN 2 WEEKS IN ADVANCE.

The rent must be paid:

- To the landlord, or the landlord's agent, at; 822 Pittwater Rd, Dee Why
 - At any other reasonable place the landlord names in writing; or
- Payment must be paid by the following method:
PERSONAL CHEQUE, iPAY OR MONEY ORDER.

- | **TERM:** The term of the agreement is 6 MONTHS beginning on 27/05/19 and ending on 26/11/19.

| **CONTINUATION:** At the end of this term, the tenant can stay in the Residential Premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancy Acts 2010) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 2010.

| **RENTAL BOND:** A rental bond of \$3840.00 must be paid by the tenant to the NSW Bond Board on or before signing this agreement.

| **TRADEPERSONS:** (see 'Urgent Repairs', Clause 19):

CITY-WIDE MASTER PLUMBING - 0411 802 548; A1 CONNECTED ELECTRICIAN – 0405 765 029

DocuSigned by:
LUKE ANTHONY KER
8C7976BCE825482...

DocuSigned by:
Melissa Reymes-Cole
B0FFFB82B44EAE6...

**NOVAK
UNDERSTANDING AND FOLLOWING THE RESIDENTIAL TENANCY AGREEMENT TERMS**

1. REPAIRS: MUST ALWAYS BE IN WRITING

The tenant understands and agrees that:

- ◆ Any repairs ordinarily the responsibility of the landlord shall be reported immediately to agent/landlord, otherwise the tenant may be held responsible for the cost of the repairs due to their negligence.
- ◆ The property is to be made available for repairs or by appointment between 8am and 5pm Monday to Friday. Should you deny access between these hours and request for an after-hours service, you will be responsible for after-hours call out fees & charges.
- ◆ If a suitable time cannot be agreed upon, then key access shall be made available.
- ◆ They will be contacted directly by an authorised tradesman for all repairs via phone numbers provided to the agency.
- ◆ Should a tradesman be called to the property to repair an item that has been damaged due to negligence, then the tenant will be held responsible for the cost of the repair work and the tradesman's call-out fee.
- ◆ Should a tradesman be called to the property at an arranged time with the tenant and the tenant does not attend to provide access, then the tenant will be held responsible for the cost of the tradesman's call-out fee.
 - ◆ Once a repair request has been sought by the Tenant, we will seek instructions from your Landlord to proceed or not proceed with the request for repair.
 - ◆ If the Landlord grants an approval for the repair, we will issue a "Work Order" to a Trusted and previously used tradesperson, you will be included in this correspondence by email.
 - ◆ The Approved Tradesperson will contact you within 24-72 hours of the "Work Order" being issued. They will contact you for access with a lead time of no shorter 3 hours.
 - ◆ You do not have to be at your property for the Tradesperson. Should you not reply/decline access, the approved Tradesperson shall attend your property, they will use the Master set keys from Novak offices.

2. INGOING CONDITION REPORT

The tenant understands and agrees that they must complete the Ingoing Condition Report and return a copy of the report to the agent within seven (7) days of the start date of the lease agreement. If the tenant does not provide a copy of the report within this time period the agent will rely on the original white copy of the report when conducting the Outgoing Inspection.

3. DISHONOURED PAYMENTS

The tenant agrees to pay a \$30.00 dishonoured payment fee plus any other charges that are incurred. If payments are dishonoured 3 times a bank cheque or postal money order will be required in future.

4. WATER USAGE

Where the property is individually metered & the required water efficiency measures have been put in place, the tenant is responsible for all Water Usage charges.

5. FIXTURES / PICTURE HOOKS / BLU TAK

The tenant is advised and agrees not to install any fixture (including picture hooks) or renovate, alter or add to the residential premises without the landlord's written permission. Blu Tak is not to be placed on any surface at all.

6. LOCKS/SECURITY DEVICES

The tenant is advised and agrees that should the tenant change or add any locks and/or security devices during their tenancy, they are to supply a copy of the key/s, and/or codes, to the agent/landlord within 7 days of the change.

7. POT PLANTS

The tenant understands and agrees to put a tray under any internal pot plants and that any damage caused by potted plants to the carpet is to be repaired at the tenants' expense.

8. CARPET CLEANING

The tenant is advised and agrees that should the carpets in the leased property become soiled during their period of occupancy, they will be responsible for having the carpets professionally steam cleaned upon vacating.

9. INSPECTIONS

The tenant acknowledges that a property inspection will be carried out in the first three (3) months after the commencement of the tenancy and then every three (3) to six (6) months thereafter being no more than four (4) times a year. All inspections that Novak Properties carries out will be video recorded.

DocuSigned by:
LOKE ANTHONY KER
8C7978BCE928462...

DocuSigned by:
Melissa Reymes-Cole
B8FFFB2B4AE4E5...

10. VACATING

The tenant is to give no less than 21 days written notice of their intention to vacate the property after the end of the fixed term (expiry date). Should the tenant wish to vacate the property on the expiry date, the tenant is only required to give no less than 14 days written notice to the landlord/agent prior to that date.

NB : Once the expiry date has been reached on the agreement the tenant is still on a lease and is to abide by the same terms and conditions of the lease even though the fixed term has ended.

11. KEYS / REMOTES

The tenant acknowledges that if a security key or garage remote is issued for the property, they will be required to pay for a replacement in the instance it is lost or stolen. The cost of replacement will be determined by the Managers of the building.

12. GROUNDS

The tenant agrees to maintain all lawns and gardens (where applicable).

13. SMOKE ALARMS / LIGHT GLOBES

The tenant agrees that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the premises. The landlord is to ensure that smoke alarms are installed, and neither the landlord nor the tenant may remove or interfere with the operation of a smoke alarm installed on the premises.

14. SMOKING

The tenant agrees not to smoke within the property as it can damage walls, curtains & carpets. Any damage to the property caused by smoke will be rectified at the tenants cost.

15. TAPS / DRYERS

Washing machine taps & dishwasher taps are to be off at the end of tenancy to prevent risk of flooding. Dryers are not to be left on without supervision during use.

16. NOTICE TO TENANTS/ TELECOMMUNICATIONS SERVICES

The availability of telephone lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant(s) and tenants should make their own enquiries as to the availability and adequacy of such services before accepting the tenancy of the property. The landlord does not warrant that any telephone plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

17. HOME CONTENTS INSURANCE

The tenant understands that it is their responsibility to take out their own Home Contents Insurance. The landlord is responsible for their own building insurance however the tenants possessions are not covered by this plan.

18. BREAK OF RESIDENTIAL TENANCY AGREEMENT

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 lease fee of the following amount: If the fixed term of the agreement is for 3 years or less the break fee is 6 weeks rent if you move out in the first half of the fixed term 4 weeks rent if you move out in the second half of the fixed term.

19. ANNUAL FIRE INSPECTIONS

The tenant agrees to allow access to the property for annual Fire Inspections, providing 7 days' notice in writing is given.

If the tenant cannot allow access to the property for the Fire inspection they must arrange for another individual to allow access or notify 'Novak' in writing/email at least 48 hours prior to the inspection date that they will not be able to be in attendance.

If access is not granted to inspectors because the tenant is not present at the property, they understand that they will be charged a fee of \$99 for not allowing access and not giving fair and reasonable notice to move the date.

SIGNED: _____
DocuSigned by: LOKE ANTHONY KE
DocuSigned by: Relissa Reymes Cole
Tenant/s

SIGNED: _____
Agent



RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:
6.1 that the increased rent is payable from the day specified in the notice, and
6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Consumer, Trader and Tenancy Tribunal.

RENT REDUCTIONS

7. The landlord and the tenant agree that the rent abates if the residential premises:

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

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

9. The landlord agrees to pay:
9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. The tenant agrees to pay:
10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
10.3 all charges for pumping out a septic system used for the residential premises, and
10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

POSSESSION OF THE PREMISES

13. The landlord agrees:
13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

DocuSigned by:
LOKE ANTHON MURPHY
DocuSigned by:
Reynolds

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

15. The tenant agrees:

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

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

URGENT REPAIRS

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

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
 - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
 - 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.
- Note. The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:
- (a) a burst water service,
 - (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
 - (c) a blocked or broken lavatory system,
 - (d) a serious roof leak,
 - (e) a gas leak,
 - (f) a dangerous electrical fault,
 - (g) flooding or serious flood damage,
 - (h) serious storm or fire damage,
 - (i) a failure or breakdown of the gas, electricity or water supply to the premises,
 - (j) a failure or breakdown of any essential service on the residential premises for hot water, cooling, heating, cooling or laundering,
 - (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
22. The landlord and tenant agree:
- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
 - 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
 - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 23.10 if the tenant agrees.
24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

DocuSigned by:
LOKE ANTHONY KEONG of 0
8C70788CE925482...

DocuSigned by:
Melissa Reymes - Cole EAC FORM 110A v1.1 - JUN 2011
80FF882B44E4E5...

- 25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

LOCKS AND SECURITY DEVICES

- 29. The landlord agrees:
 - 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
 - 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
 - 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
 - 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
 - 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 30. The tenant agrees:
 - 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
 - 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 34. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- 35. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1988*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

- 38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 148A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
- 39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

- 40. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1982* have been complied with in respect of the swimming pool on the residential premises.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM—BREAK FEE

[Cross out this clause if not applicable]

- 41. 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:
 - 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
 - 41.2 if the fixed term is for more than 3 years, *[specify amount]*.

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

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

DocuSigned by:
LOKE ANTHONY
 3C7975DC825482...

DocuSigned by:
Melissa Reyes
 B0FFFF82B44E4E5...

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

ADDITIONAL TERM—PETS

[Cross out this clause if not applicable]

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

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

ADDITIONAL TERM - CONDITION REPORT FROM PRECEDING AGREEMENT

46. If this agreement is the renewal of a pre-existing tenancy agreement for the property between the landlord and tenant then the landlord and tenant agree to use the condition report for the preceding residential tenancy agreement entered into by the tenant and dated to form part of this tenancy agreement.

47. ADDITIONAL TERM - SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

47.1 Premises that are subject to Clause 35, the tenant will comply with the by-laws and or management statements that apply to the premises.

47.2 Premises to which the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1996, the Community Land Development Act 1989 or the Community Land Management Act 1989 does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the Strata Schemes Management Regulation 2010, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "Strata Schemes Management Act 1996" and for "strata scheme" insert instead "the block".

ADDITIONAL TERM - HEALTH ISSUES

48. The tenant agrees to:

48.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and

48.2 keep the premises clear of any pests and vermin, and

48.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

ADDITIONAL TERM - NO SET OFF

49. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

ADDITIONAL TERM - PROCEDURE ON TERMINATION

50. The tenant shall upon termination of this agreement:

50.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Consumer, Trader and Tenancy Tribunal to recover the occupation fee and/or compensation from the tenant, and

50.2 provide a forwarding address to the landlord.

ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

61. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet, and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

ADDITIONAL TERM - CARE OF SWIMMING POOL

62. Unless the landlord and tenant have agreed in writing to contrary the following clause applies in the event the property being leased includes a swimming pool.

62.1 The tenant will daily or as often as necessary vacuum and clean away leaves and other debris;

62.2 The tenant will daily or as often as necessary brush the walls of the pool to remove any build-up of slime or other such moulds;

62.3 The tenant will regularly inspect the leaf baskets and remove any build-up of debris;

62.4 The tenant will regularly carry out a backwash of the pool filters;

62.5 The tenant will maintain the cleanliness and clarity of the water by testing the pool water each month and purchase and apply the recommended chemicals as needed.

62.6 The tenant will ensure the level of the water in the pool remains above the filter inlet at all times.

62.7 The tenant will inform the landlord or the landlord's agent as soon as possible of any problems with the pool or pool equipment;

62.8 The tenant will never interfere with or alter the operation of any safety fence or gate by such means as propping the gate open or in any way allowing unhindered access to the pool; and

62.9 The tenant will never leave any kind of item near the safety gate or fence which would permit a child to gain access to the pool area.

ADDITIONAL TERM - INSURANCE

63. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

ADDITIONAL TERM - TENANCY DATABASES

64. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the Consumer Trader, and Tenancy Tribunal.

SCHEDULE 1 SPECIAL CONDITIONS FOR FLATS

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

2. **Vehicles**
An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

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

4. **Damage to lawns and plants on common property**
An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

5. **Damage to common property**
(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device 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) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, 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 (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

DocuSigned by:
LOKE ANTHONY REE
9C7978BCE825462...

DocuSigned by:
Melissa Reymes Cole
B8FFFB82B4E4E5... EAC FORM 110A v1.1 - JAN 2011

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

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

10. 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. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11. Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitee 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.

12. Cleaning windows and doors

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.

13. 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.

14. Garbage disposal

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

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of bins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- 15. 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 10.

15. Change in use of lot to be notified

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

17. 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.

Notes.**1. Definitions****In this agreement:**

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.
landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

6. Warning

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

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

SIGNED BY THE LANDLORD

In the presence of

VATSAL CHETAN
Name of Witness

SIGNED BY THE TENANT

In the presence of

VATSAL CHETAN
Name of Witness

[Signature]
Signature of Landlord Agent

DocuSigned by:
LOKE ANTHONY *WESSA REYNES-COLE*
8C7875BCE925462... B0FFFB2B4AE4E5...
Signature of Tenant

Vatsal
Signature of Witness

Vatsal
Signature of Witness

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.

DocuSigned by:
LOKE ANTHONY *WESSA REYNES-COLE*
8C7875BCE925462... B0FFFB2B4AE4E5...
Signature of Tenant

For information about your rights and obligations as a landlord or tenant, contact:

NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
Law Access NSW on 1300 888 829 or www.lawaccess.nsw.gov.au, or
your local Tenants Advice and Advocacy Service at www.tenants.org.au

New tenant checklist

What you must know before you sign a lease

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

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

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

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

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

The lease

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

Promised repairs

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

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

Upfront costs

I am not being required to pay:

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

I am not being charged for:

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

After you move in

Make sure you:

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

Top tips for problem-free renting

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

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

Further information

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

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

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

Safety and security

Information for landlords

Smoke alarms

Most building fire fatalities occur while people are asleep. A smoke alarm is an effective early warning device designed to detect smoke and alert building occupants to the presence of a fire. Installed in the correct location, it increases the time available for safe escape.

Since 2006 when the Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006 came into effect, smoke alarms have been mandatory in all homes and other shared accommodation buildings where people sleep.

The Smoke Alarms Regulation specifies which types of buildings need smoke alarms installed, the types of alarms, where they are to be located and other matters. For more information visit the Smoke alarm page on the Fire and Rescue NSW website or the Department of Planning website.

Responsibilities of landlords and tenants under the Residential Tenancies Act are:

- Landlords are responsible for installing smoke alarms in rented premises.
- Landlords have the right of access to rented premises to fit or maintain smoke alarms after giving the tenant at least 2 days notice.
- Neither the landlord nor the tenant are, except with reasonable excuse, permitted to remove or interfere with the operation of a smoke alarm fitted in the rented premises.
- Where a smoke alarm is of the type that has a replaceable battery, it is recommended that the landlord put a new battery in at the commencement of a tenancy.

- After the tenancy begins, the tenant is responsible for replacing the battery if needed. Fire and Rescue NSW can assist elderly tenants or those physically unable to change a smoke detector battery.
- The condition report includes a specific reference to smoke alarms so that tenants and landlords are able to note and comment on the presence of smoke alarms at the beginning and end of the tenancy.

IMPORTANT - Owners of residential property who rent out their premises as holiday accommodation are responsible for installing smoke alarms and replacing batteries.

Swimming pools and spa pools

As a landlord, if the property you are leasing has a swimming pool you need to ensure that the pool is fenced and meets pool fencing requirements. Please visit the Pool fencing requirements page on the Fair Trading website for further information.

Pool owners are required to register their pools on the NSW Government Swimming Pool Register. From 29 April 2016, all properties with a swimming pool or spa pool that are sold or leased must have a valid certificate of compliance or a relevant occupation certificate issued within the last three years. A copy of the certificate must be given to the tenant/s or attached to the sale contract. Visit the Swimming pools page on the Fair Trading website for further information about how to register and obtain a compliance certificate.

Window and balcony safety

Each year, around 50 children fall from windows or balconies in Australia. Many suffer serious injuries. Sometimes these falls are fatal.

There are a number of simple, commonsense steps you can take to reduce this risk. For example locks or guards

can be fitted to windows so that they cannot be opened more than 12.5cm, except by an adult.

Fair Trading has produced two short videos about window safety presented by DIY guru and TV personality, Rob Palmer. They include easy step-by-step instructions on how to install window safety devices yourself. You can watch the new Window safety video series on our YouTube channel.

The NSW tenancy laws require landlords to provide and maintain locks and security devices to make the premises reasonably secure. Landlords cannot unreasonably refuse permission for tenants to make minor changes to rental premises, such as installing child safety window locks.

Go to the Window and balcony safety page on the Fair trading website for more information.

Security

Landlords must provide and maintain locks or security devices to ensure that the premises are reasonably secure. What is reasonably secure will vary in different situations.

The likelihood the premises may be broken into will have a bearing on the type and standard of locks needed to make a property reasonably secure. This will depend largely on the area in which the premises are located. The level of security needed for a ground floor unit may be greater than for a unit on an upper level.

Landlords do not have to make the property so secure that the premises can never be broken into. The requirements of insurance companies are not the sole test of what is 'reasonably secure', but are merely one factor to be taken into account.

Tenants can change or add locks or security devices with the landlord's consent, or if it is reasonable to do so, such as in an emergency (eg. if the premises have been burgled and keys are missing or if their key breaks off in the lock). The tenant should give the landlord a copy of

the new key within seven days. If the premises are not reasonably secure, tenants should raise this matter with the landlord or agent as soon as possible.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1800 723 404
Language assistance 13 14 60

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

© State of New South Wales through NSW Fair Trading
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@finance.nsw.gov.au.

Blinds and curtains

Child safety guidelines

A baby or young child can become entangled in curtain or blind cords in seconds. This can happen when cords are too long or end in a loop. If a child slips, moves quickly or plays with a cord, the cord can act like a noose and strangle the child.

Babies can reach through cot slats, grab a nearby blind or curtain cord and pull it into the cot and around their necks.

Young children can accidentally strangle on dangling cords after climbing onto a bed or other pieces of furniture.

Steps for protecting children

Follow these simple steps to keep blind and curtain cords out of children's reach, particularly children under 6 years old:

- Keep children away from all cords - move furniture, cots and beds away.
- Check all blind and curtain cords - both at home and when away on holidays. Make sure they are out of children's reach.
- Make loose cords safe - use safety devices or cut the cord loop and attach a tassel at the end of each strand.
- Choose safe blinds and curtains - check new curtains and blinds have warning labels and secure the cords out of reach.

Important - If you are buying new made-to-measure blinds or curtains, ask the supplier to show you what safety features are available and make sure you use them.

Mandatory blind and curtain cord requirements

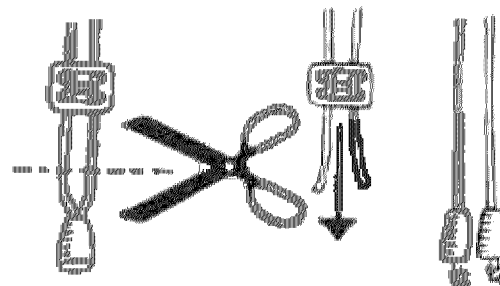
A national mandatory standard regulating the supply of 'corded internal window coverings' applies to retailers and other suppliers. From 1 January 2015, a second national mandatory standard imposes requirements on people or companies who install corded internal window coverings, in trade or commerce, to bring installations in line with existing requirements for suppliers of these products. Find out more from the [Product Safety Australia Blinds, curtains and window fittings page](#).

How can I make my blind cords safe?

Steps to cutting blind cord loops

Before you start, check that your blinds will still work with cut cords and that it won't void your warranty.

1. Cut looped cords on the blind, curtain or venetians, just above the tassel.
2. Remove any tassel and equaliser buckle.
3. Attach a new tassel to each of the pull-cord ends.
4. Knot the cord to hold the tassel (see illustration below).



Note: Pull-cords on certain vertical blinds or curtains require a continuous loop to work and cannot be cut. For these types of blinds or curtains, you will need to install a safety device that will secure the cords out of reach from children.

Need more information?

Contact your local blind supplier or hardware store to find out what safety devices are suitable for your blinds. You can also visit www.productsafety.gov.au and download the 'Blind and curtain cord safety alert' brochure.

Kidsafe NSW provides a range of information to assist parents in making their homes safe for young children. Contact them on 9845 0890 or visit their website www.kidsafensw.org

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 60

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

© State of New South Wales through NSW Fair Trading
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@finance.nsw.gov.au

Annexure "A"

4/89 Dee Why Pde Dee Why - inventory list

Balcony -

1x clothes rack and 20 pegs
2x single armchair with back and bottom cushions (grey) 1x double bench seat with back and bottom cushions (grey) 1x glass top outdoor coffee table as per outdoor furniture set 1x wall mounted hose and reel 1x jumbuck BBQ with gas bottle and cooking utensils

Lounge room-

1x grey chaise lounge grey (sofa beds)
4 x lounge cushions
1x high gloss white coffee table
1x high gloss TV entertainment unit
1x DVD player
1x blue vase in TV unit
1x Soniq flat screen TV and remote
1x white high gloss lamp table
1x blue and white lamp
1x foldout dining table (white)
6 x suede white / brown dining chairs
1x tall lamp
1 x heater
1x wifi modem
1x wall art
2x green floor rugs

Kitchen

1x got water kettle
1x inbuilt dishwasher
1x microwave
1x fridge
1x ironing board
1x spare toaster in pantry
1x coffee plunger (pantry)
1x chopping block
1x steak knives set (5 large and medium knives) in a block
5 x vases (in pantry)
3 x large square serving plates (white)
5 x round serving bowls

Laundry

Washing machine and dryer (combo)
Laundry hamper (white)
Laundry basket (white)
1x iron
2x green cleaning buckets for floor

Main bedroom

2x white lamp side tables
2x white / timber lamps

1x clock radio
1x queen bed with mattress protector
4x pillows with pillow protectors
3x bedroom wall art
Chest of 4 drawers on wire rack
1x electric fan
1x doona cover
3x bedroom sheets (white)
2x blue and white stripe bedroom sheets
6x hand towels (white)
2x bathroom towels (white)
6x face washers
2x blue and white stripe beach towel
2 x light blue and white beach towels (4 altogether) 1x Phillips vacuum Approx 20 x hangers 1x wall mounted mirror Hallway wall mounted mirror Hallway cupboard 4 x cushions

Second bedroom

1x wall art
2x single beds
2x single doona and protectors
4x pillows and protectors
1x clothes rack with 7 coat hangers
2x lamp tables
2x white lamps

Bathroom

1x hairdryer
1x bathroom bin

Kitchen

Overhead cupboards
7 x champagne (tall) glasses
10x wine glasses
6x coffee mugs
1x coffee cup
2x boiled egg holders
2x water jugs (one clear one blue)
Under sink
1x in built bin on a rack
1x sharp microwave
1x Huawei modem
1x fire blanket

Kitchen drawers

9 x small / tea spoons
4x steak knives
1x cheese knife
2x large serving / salad spoon
6 x forks
10x large spoons
1x whisk

11x butter knives
Plates and bowls
3x bowls (deep)
4x bowls (shallow)
7x bread plate (small)
11x dinner plates (large)
4x small saucer (coffee)
2x large yellow salad bowls
1x large serving plate (yellow)
1x serving plates (quadrangle)
1x bottle opener
1x can opener
Scissors
Ice cream spoon
3x wooden spoons
Serving tongs
3x peeler
5x black plastic serving spoons including pasta spoon 1x basting brush 1x grater 4x cooking pots
(chrome with glass lids and handles) 2x induction frying pan (large and small) 1x strainer