

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 54377920	NSW Duty:
vendor's agent	Upstate Suite 15/Level 1 888 Pittwater Road Dee Why NSW 2099		Phone: 02 99719000 Fax: 02 99826446 Ref: Lachlan Yeats
co-agent			
vendor	Sheona Nicola Colombage B407 5 Mooramba Road DEE WHY NSW 2099		
vendor's solicitor	O'Brien Connors & Kennett Level 2 22-26 Fisher Road DEE WHY NSW 2099		Phone: Fax: 02 9982 1066 Ref: 190017
date for completion	42 days after the contract date	(clause 15)	Email: lesley@ocklaw.com.au
land	1095/1-5 Dee Why Parade DEE WHY NSW 2099		
(Address, plan details and title reference)	LOT 40 IN STRATA PLAN 69055 40/SP69055		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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 checked="" 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 checked="" 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 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 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 checked="" type="checkbox"/> 58 consolidation of strata by-laws
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

Strata Title Management Level 7/449 Kent Street
02 9266 2600

Sydney NSW 2000

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
 Council
 County Council
 Department of Planning and Environment
 Department of Primary Industries
 East Australian Pipeline Limited
 Electricity and gas
 Land & Housing Corporation
 Local Land Services
 NSW Department of Education

NSW Fair Trading
 NSW Public Works Advisory
 Office of Environment and Heritage
 Owner of adjoining land
 Privacy
 Roads and Maritime Services
 Subsidence Advisory NSW
 Telecommunications
 Transport for NSW
 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 *serving* 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 *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *serving* 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 *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, 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 *serving* a notice before completion; and

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

20.6.5 *served* if it is sent by 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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.

1095/1 DEE WHY PDE DEE WHY NSW 2099

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 1095/1-5 Dee Why Parade DEE WHY NSW 2099 from Sheona Nicola Colombage to in order that there is no cooling off period in relation to that contract;
3. I do not act for Sheona Nicola Colombage and am not employed in the legal practice of a solicitor acting for Sheona Nicola Colombage nor am I a member or employee of a firm of which a solicitor acting for Sheona Nicola Colombage is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

**ANNEXURE TO CONTRACT FOR SALE BETWEEN
Sheona Nicola Colombage (VENDOR)
(PURCHASER)**

32. The Vendor and the Purchaser agree that a Notice requiring completion of this Agreement within fourteen (14) days of the date of such Notice shall be deemed both at law and in equity to be sufficient time to make time the essence of this Agreement. Any Notice to Complete which may be issued pursuant to this clause may be withdrawn at any time by the party giving such notice.
33. The Purchaser acknowledges that in the event that this Contract for Sale shall not be completed within the time specified for completion herein then the Purchaser shall in addition to the purchase price and any other monies payable in accordance with the terms of the agreement, pay to the Vendor interest calculated at the rate of 10% per annum on so much of the balance of the purchase price as shall remain outstanding. Such interest shall be paid up to and including the date of completion and shall be calculated from the date upon which completion should have been effected. The Purchaser acknowledges that the interest rate stated above represents a reasonable assessment of the damages which would be suffered by the Vendor in the event of the Purchaser's failure to complete on time. Any interest payable pursuant to this clause shall be paid upon completion and the payment of interest shall be an essential term of this agreement. This clause shall not apply in the event of any delay in settlement being due to the default of the Vendor.
34. The Vendor discloses that SEPP28 and some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and that the attached S149 Certificate may be inaccurate in respect of those matters.
35. The Purchaser acknowledges that he purchases the property relying entirely upon his own inspections, enquiries and judgement. The Purchaser shall not be entitled to make any objection, requisition or claim with respect to the state of repair of the property or any inclusions contained therein, nor with respect to the suitability of the property for any particular purpose.
36. Clause 7.1.1 shall be amended by deleting "5%" and inserting "1%" in lieu thereof.
37. Clause 8 shall be amended by deleting 8.1.1 and 8.1.2 and substituting:
- "8.1.1 the Vendor is unable or unwilling to comply with an objection, requisition or claim for compensation.
- 8.2.1 the Vendor serves notice of intention to rescind which specifies the objection, requisition or claim for compensation; and"
38. In the event that the Purchaser shall require settlement of the subject sale to take place at a venue other than the office of the Vendor's solicitor or the Vendor's mortgagee, the Purchaser shall upon settlement pay to the Vendor an additional sum of \$80.00. The payment of the abovementioned sum shall be an essential term of this Contract for Sale.
39. The Purchaser shall take title subject to and must not make any objection, requisition or claim for compensation or rescind or terminate this contract in connection with:
- (a) the identification of the Property or the position of any improvements on it;

- (b) any latent or patent defects in the Property;
- (c) any non-compliance with the Local Government Act (NSW) 1993;
- (d) anything else disclosed or referred to in this Contract,

and the making of such claim, objection or requisition will entitle the Vendor to rescind this Contract.

40. Each party hereto authorises its Solicitor or any employee of that Solicitor to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.
41. The Purchaser agrees that in the event that the Transfer is not served within the time set out in the Contract for Sale i.e. at least fourteen (14) days prior to completion then the Purchaser shall in addition to all other monies payable under this Contract pay an additional sum of Fifty-five dollars (\$55.00) including GST in order to compensate the Vendor for express post/courier fees incurred in arranging execution of Transfer.
42. The following provisions of the Contract for Sale are amended as follows:
 - (a) Clause 16.5 is amended by the deletion of the words, "plus another 20% of that fee";
 - (b) Clause 16.8 is deleted;
 - (c) The definition of "settlement cheque" is amended by deletion of the words, "a building society, credit union or other FCA institution as defined in the Cheques Act 1986; that carries on business in Australia; or".
43. In the event that the Purchaser shall require the Transfer and Contract for Sale to be stamped on settlement, the Purchaser must arrange for settlement to be effected prior to 2.30pm on the due date for completion.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 40/SP69055

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2019	3:49 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 40 IN STRATA PLAN 69055
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

SHEONA NICOLA COLOMBAGE (TZ AJ339110)

SECOND SCHEDULE (4 NOTIFICATIONS)

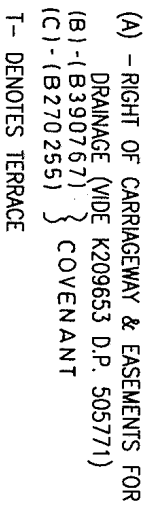
- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP69055
- 2 SP69055 RESTRICTION(S) ON THE USE OF LAND
- 3 SP69055 POSITIVE COVENANT
- 4 AJ339111 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

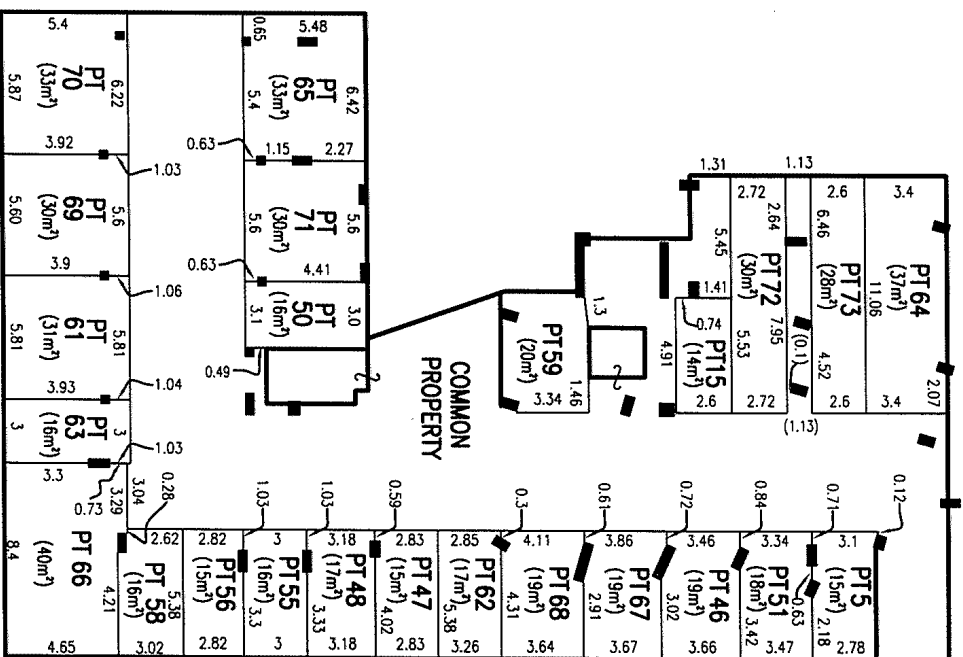
SP69055



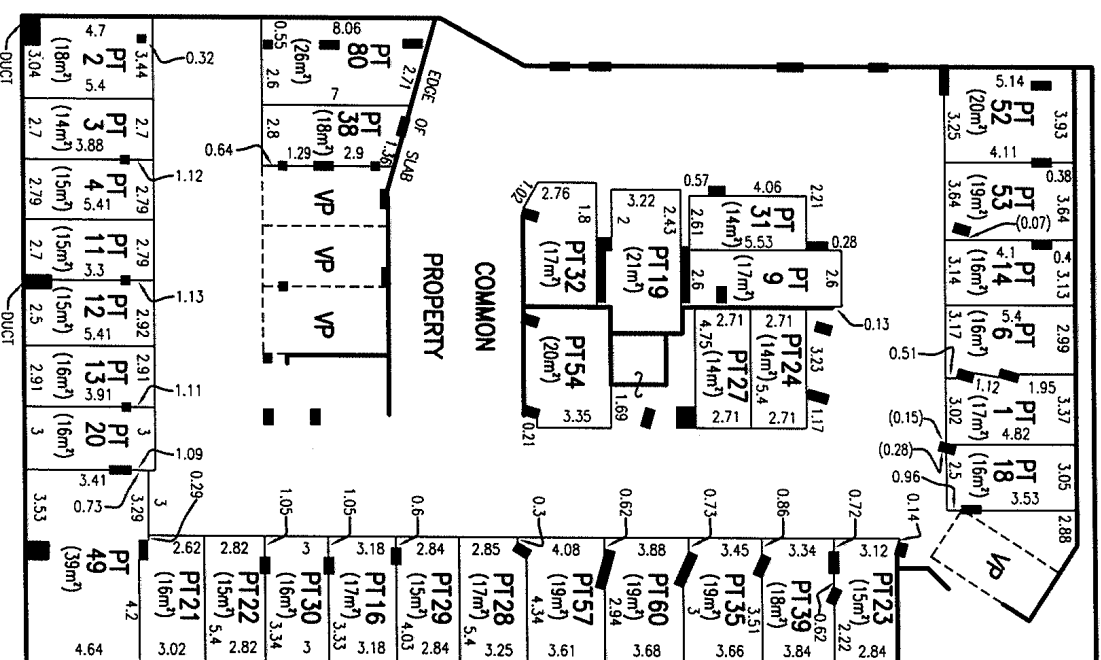
Lengths are in metres/

Authorised Pearson/General Manager/Accredited Certifier

BASEMENT LEVEL 3



BASEMENT LEVEL 2



SP69055

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

CARSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS AND COLUMNS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

VP - DENOTES VISITOR PARKING

No.5 DEE WHY PARADE

No.5 DEE WHY PARADE

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

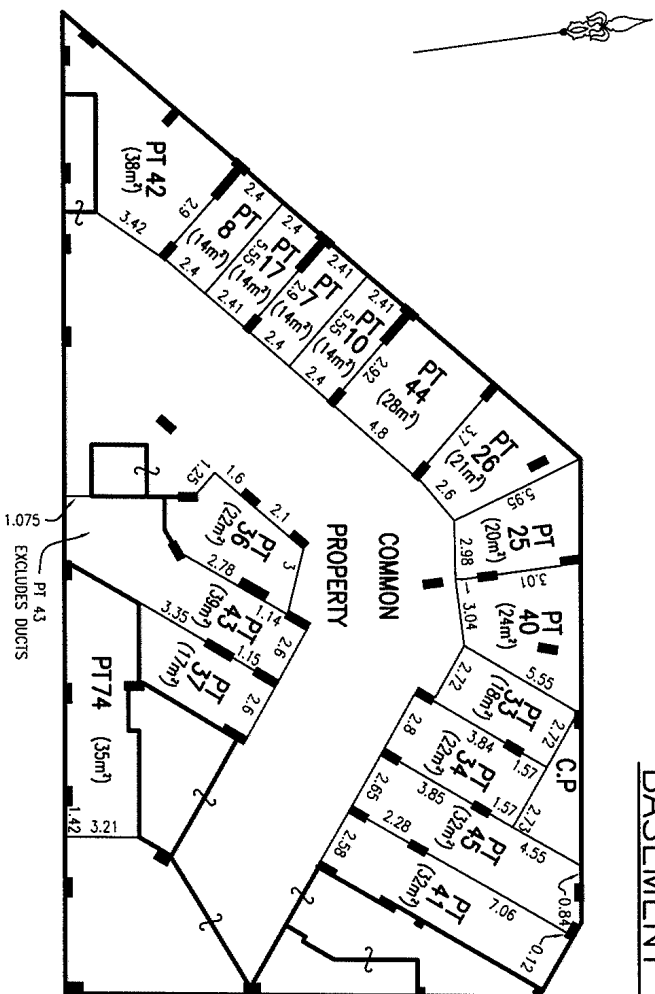
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SURVEYOR'S REFERENCE : 020815 SP

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BASEMENT LEVEL 1

SP69055

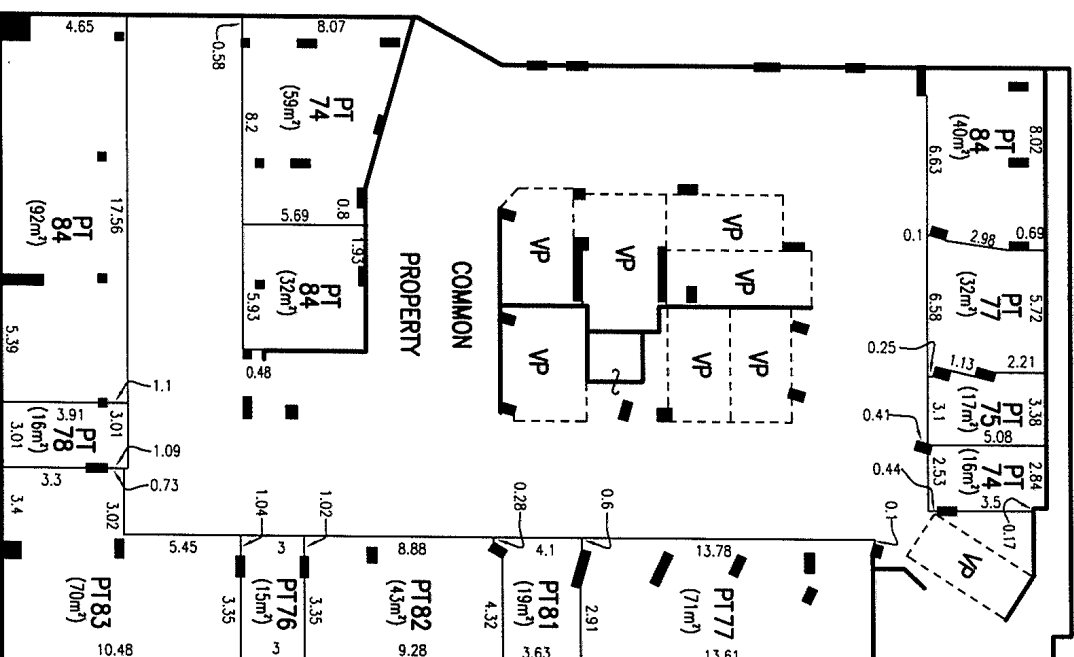


No.1 DEE WHY PARADE

VP - DENOTES VISITOR PARKING

CARPSPACES ARE DEFINED BY FACES OF WALLS, LINES OF FACES OF WALLS AND COLUMNS, LINE OF CENTRES OF COLUMNS AND DIMENSIONS AS SHOWN.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.



No.5 DEE WHY PARADE

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor *M. S. Adam*

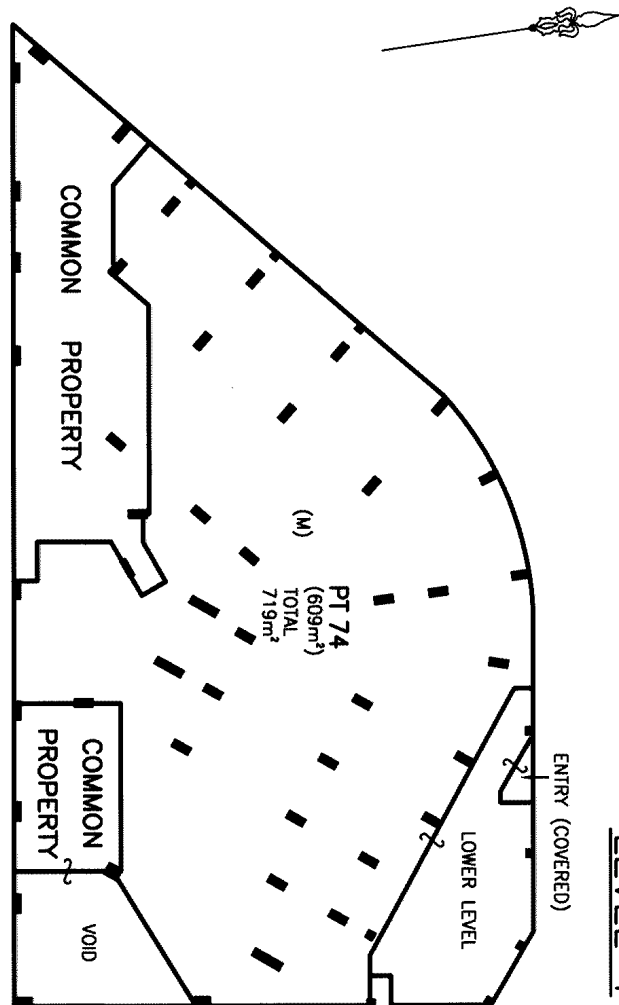
Authorised Person/General Manager/Notified Certifier *[Signature]*

SURVEYOR'S REFERENCE : 020815 SP

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Req:R873898 /Doc:SP 0069055 P/Rev:13-Dec-2002 /Sts:SC.OK /Pgs:ALL /Prt:29-Jan-2019 15:51 /Seq:4 of 12 Ref:190017 /Src:M

LEVEL 1



No.1 DEE WHY PARADE

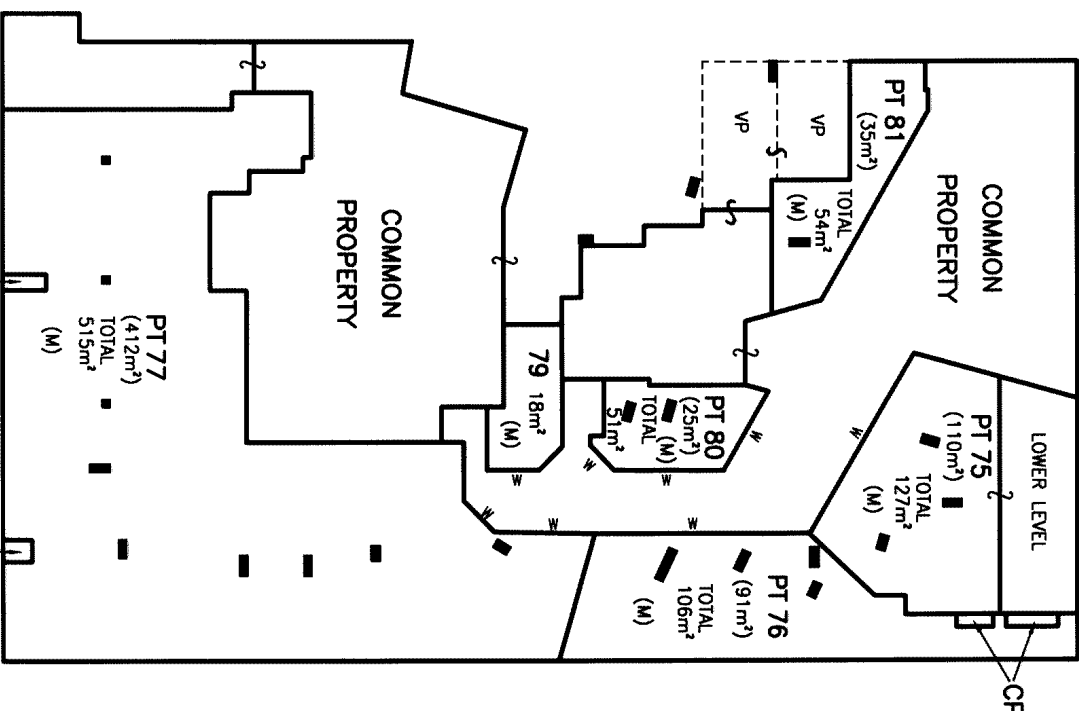
MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

VP - DENOTES VISITOR PARKING
CP - DENOTES COMMON PROPERTY
(M) - DENOTES MAIN FLOOR SLABS
W - DENOTES EDGE OF RAISED SLAB & TILES

THE STRATUM OF THE PART LOTS SHOWN ON THIS SHEET IS LIMITED IN HEIGHT (TO THE FIGURE SHOWN IN TABLE) ABOVE THE UPPER SURFACE OF ITS MAIN FLOOR SLAB.

PT 74 -	3.60 METERS
PT 75 -	3.60 METERS
PT 76 -	3.45 METERS
PT 77 -	3.40 METERS
79 -	3.60 METERS
PT 80 -	3.60 METERS
PT 81 -	3.90 METERS

SP69055



No.5 DEE WHY PARADE

Reduction Ratio 1 : 250

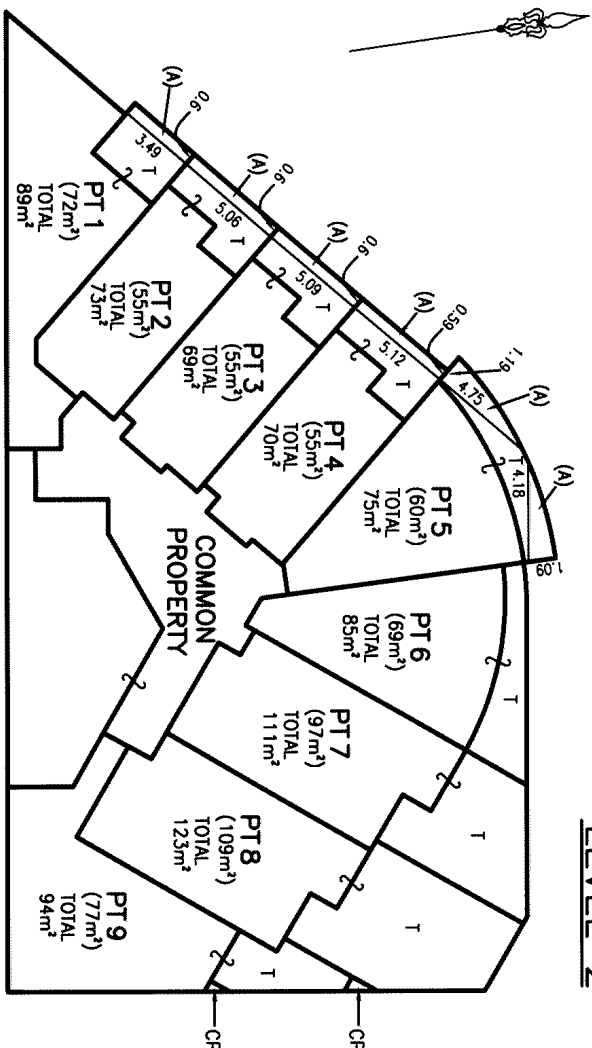
Lengths are in metres

Registered Surveyor
M. S. Adam

Authorised Survey General Manager / Accredited Certifier
M. S. Adam

SURVEYOR'S REFERENCE : 020815 SP

LEVEL 2



THOSE PARTS OF THE TERRACES MARKED (A) OVERHANGING PITWATER ROAD AND DEE WHY PARADE DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

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

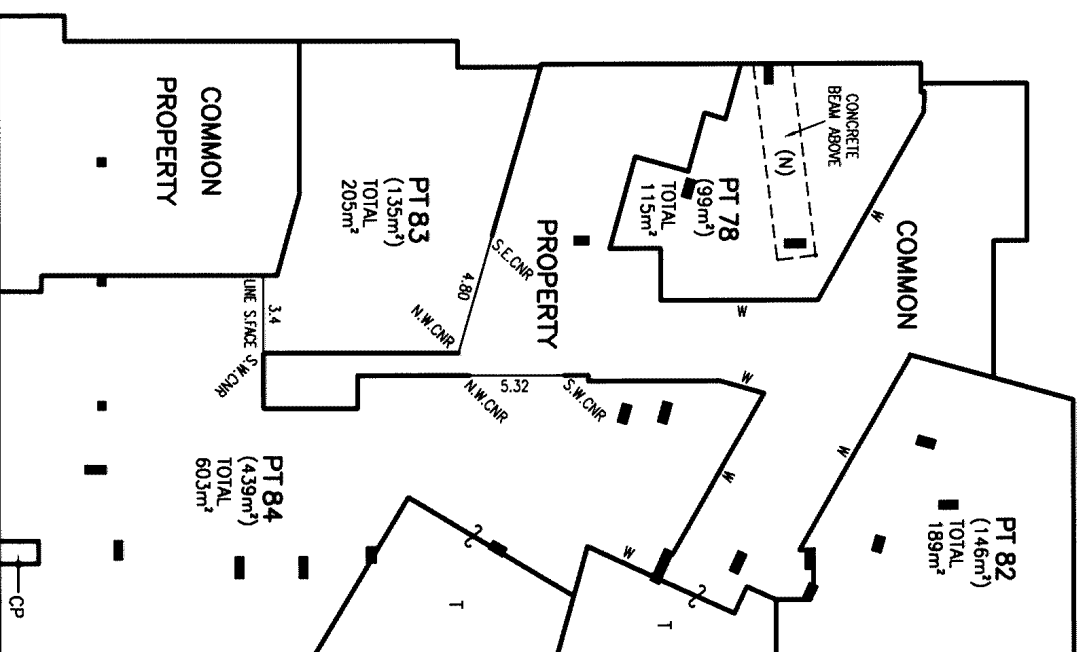
T - DENOTES TERRACE

CP - DENOTES COMMON PROPERTY

W - DENOTES EDGE OF RAISED SLAB & TILES

THE STRATUM OF PART LOT 78 IS LIMITED TO 2.5 METERS ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB EXCEPT IN THE AREA SHOWN AS (N) WHERE IT IS LIMITED TO 2.3 METERS ABOVE THE UPPER SURFACE OF ITS FLOOR SLAB.

THE STRATUM OF PART LOTS 82 TO 84 INCLUSIVE IS LIMITED IN HEIGHT TO 2.700 METERS ABOVE ITS UPPER SURFACE AT ITS CONCRETE FLOOR SLAB.



SP69055

Reduction Ratio 1 : 250

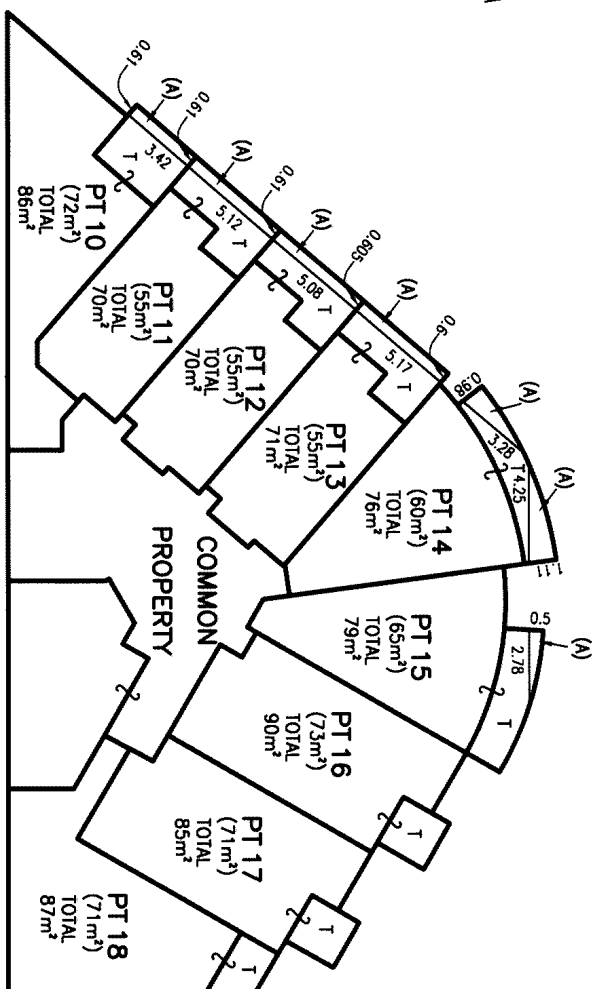
Lengths are in metres

Registered Surveyor

Authorised - Planning/Engineering/Surveying/Accredited Cartographer

SP69055

LEVEL 3



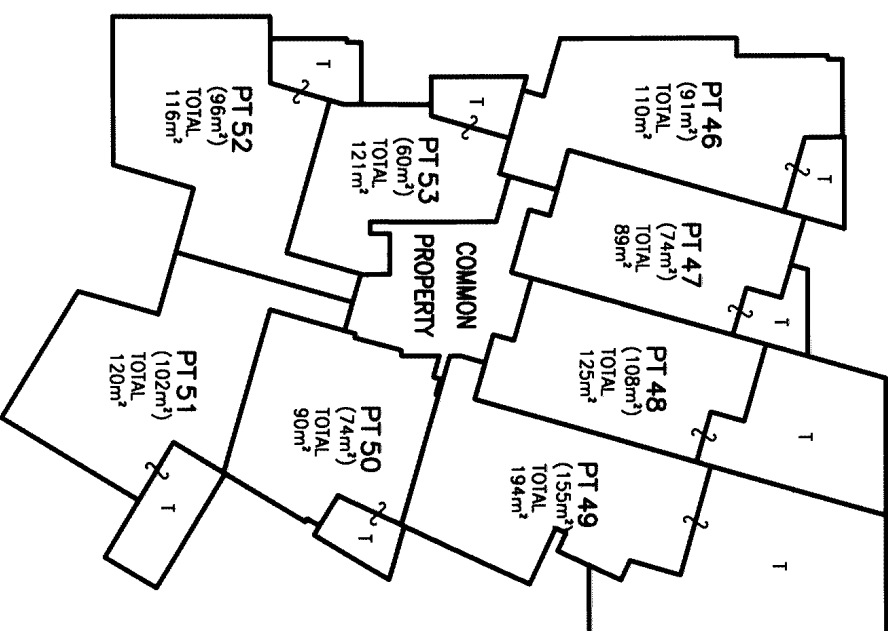
No.1 DEE WHY PARADE

THOSE PARTS OF THE TERRACES MARKED (A) OVERHANGING PITWATER ROAD AND DEE WHY PARADE DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

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

T - DENOTES TERRACE



No.5 DEE WHY PARADE

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor

M. S. Adam

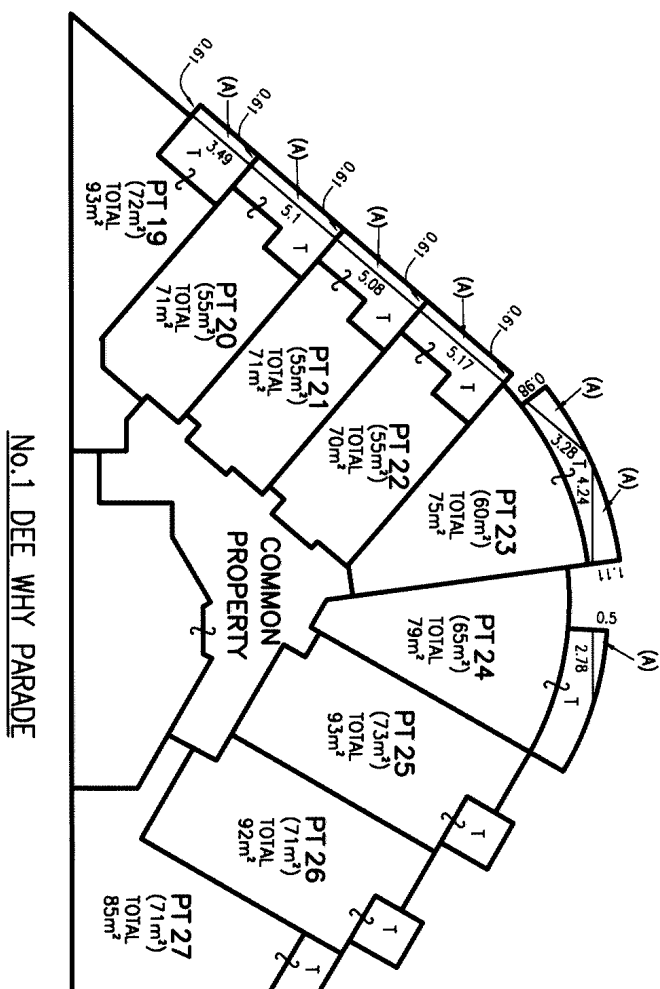
Authorised Person/Engineer/Architect/Certifier

SURVEYOR'S REFERENCE : 020815 DSP

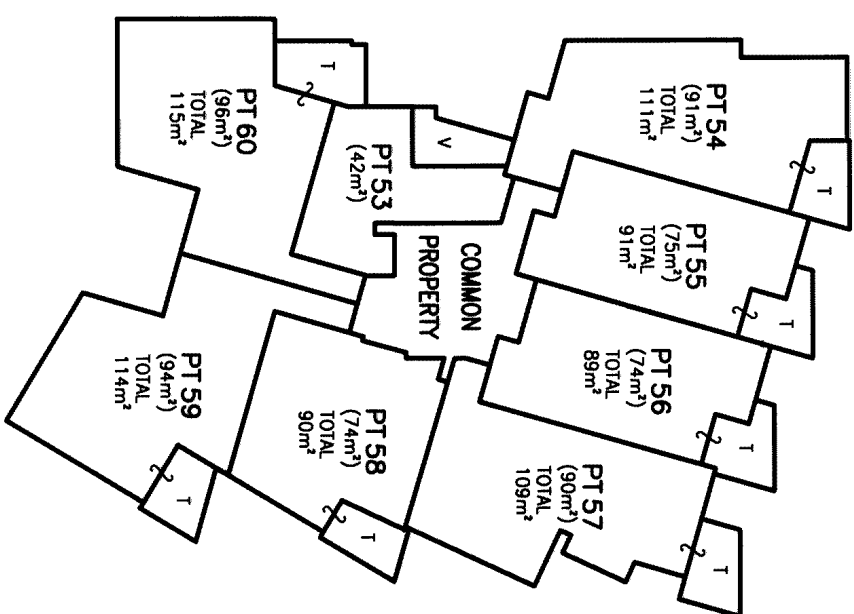
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SP69055

LEVEL 4



No.1 DEE WHY PARADE



No.5 DEE WHY PARADE

THOSE PARTS OF THE TERRACES MARKED (A) OVERHANGING PITTWATER ROAD AND DEE WHY PARADE DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

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

T - DENOTES TERRACE
V - DENOTES VOID

Reduction Ratio 1 : 250

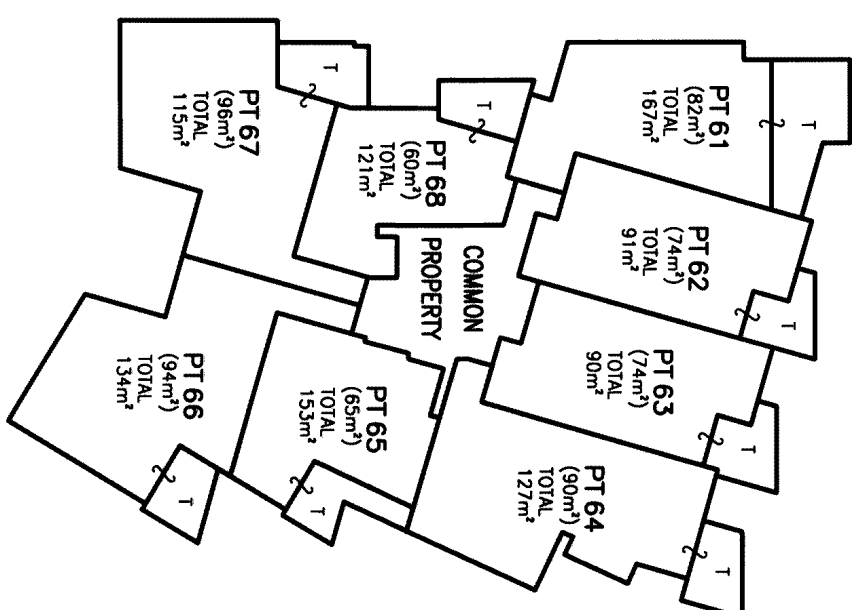
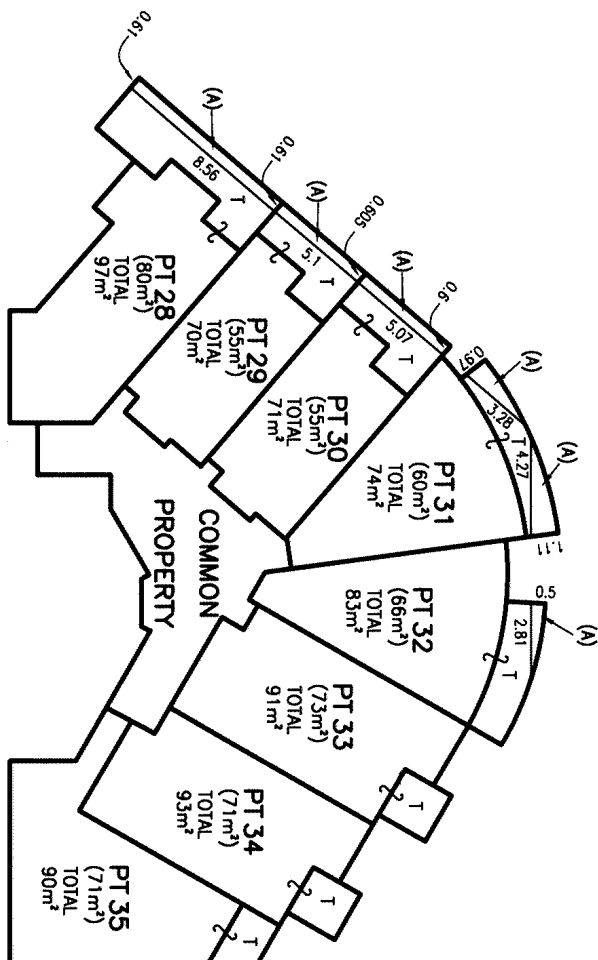
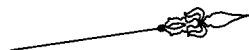
Lengths are in metres

Registered Surveyor *M. S. Hudson*

Authorised Person/Person/Manager/Accountant/Certifier *[Signature]*

LEVEL 5

SP69055



THOSE PARTS OF THE TERRACES MARKED (A) OVERHANGING PITWATER ROAD AND DEE WHY PARADE DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

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

T - DENOTES TERRACE

Reduction Ratio 1 : 250

Lengths are in metres

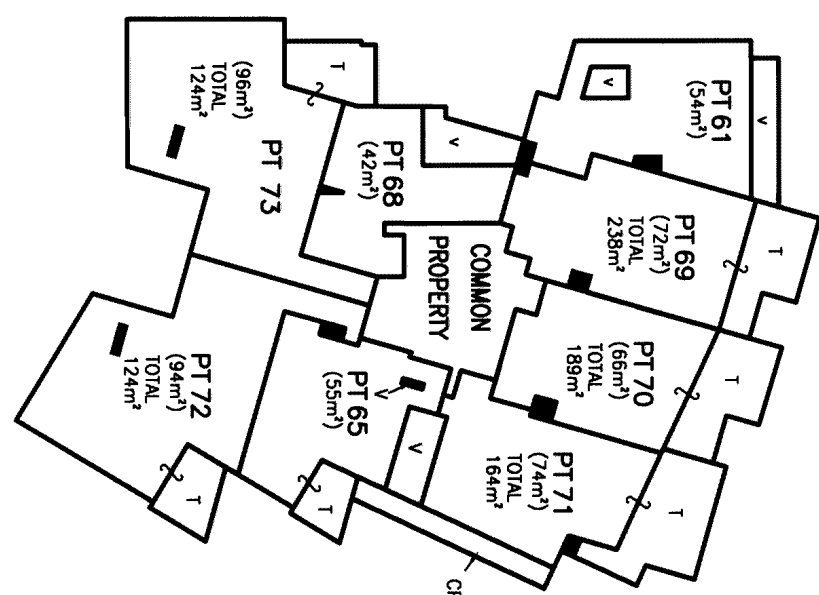
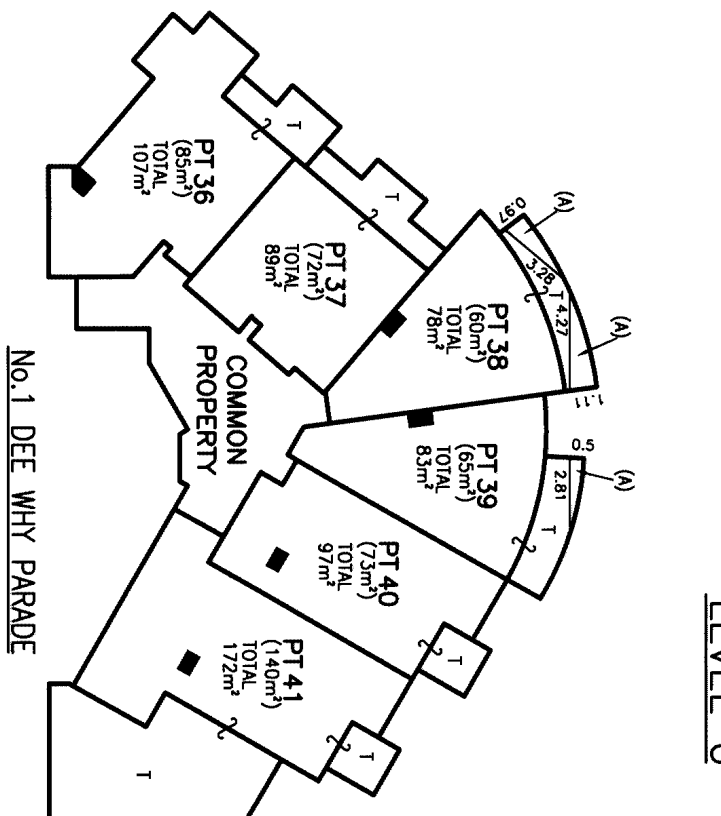
Registered Surveyor

M.S. Adam

Authorised Fantasy General-Mapping Practitioner Certificate

SP69055

LEVEL 6



THOSE PARTS OF THE TERRACES MARKED (A) OVERHANGING PITTWATER ROAD AND DEE WHY PARADE DO NOT FORM PART OF THE STRATA LOT BUT ARE FOR THE EXCLUSIVE USE OF AND ARE TO BE MAINTAINED BY THE ADJOINING LOT.

THE STRUTUM OF THE TERRACES, WHERE NOT COVERED, IS LIMITED TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS.

MEASUREMENTS OF FLOOR AREA SHOWN ARE APPROXIMATE AND ARE CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

CP - DENOTES COMMON PROPERTY
T - DENOTES TERRACE
V - DENOTES VOID

Reduction Ratio 1 : 250

lengths are in metres

Registered Surveyor

M. S. Johnson

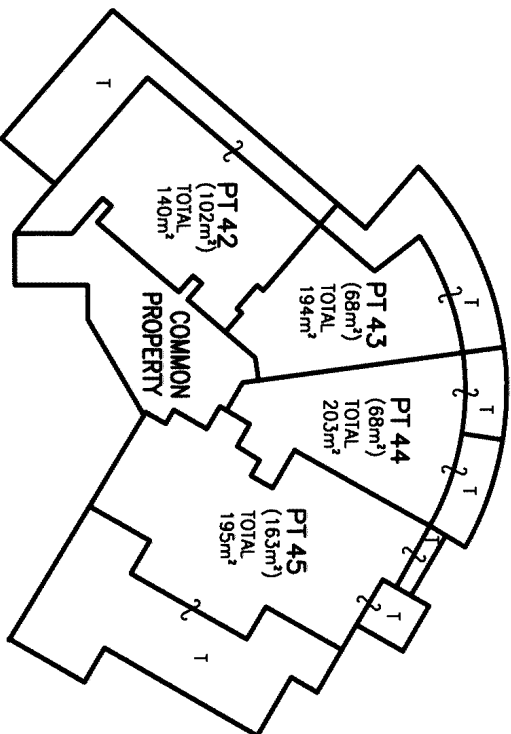
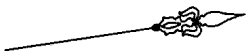
Authorised Agency General Manager / Accredited Certifier

SURVEYOR'S REFERENCE : 020815 SP

X:\ACADATA_MBR\020815_5-DEE-WHY-PDE\LEVEL-16.DWG

SP690055

LEVEL 7

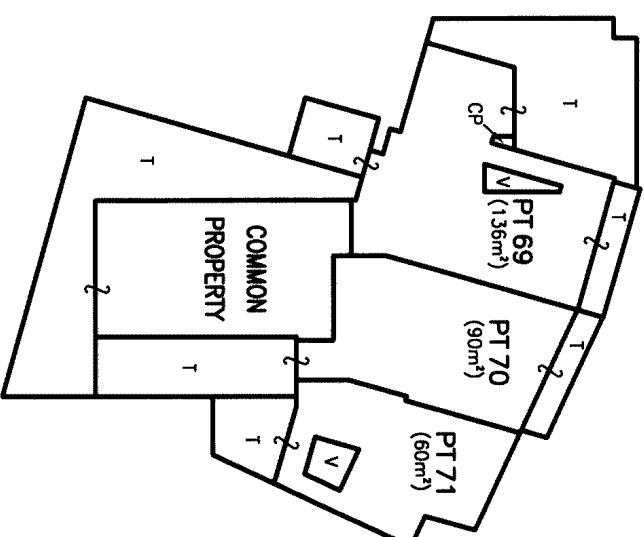


No.1 DEE WHY PARADE

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

MEASUREMENTS OF FLOOR AREA SHOWN ARE
APPROXIMATE AND ARE CALCULATED FOR THE
PURPOSE OF THE STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973 ONLY.

T - DENOTES TERRACE
V - DENOTES VOID



No.5 DEE WHY PARADE

Reduction Ratio 1 : 250

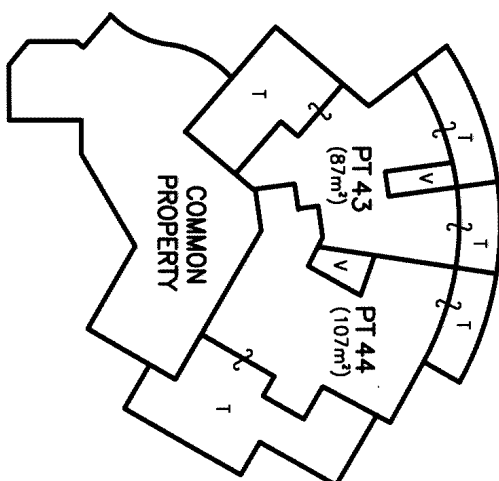
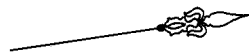
Lengths are in metres

Registered Surveyor
M. S. John

Authorised Person/Person/Manager/Accredited Certifier
[Signature]

LEVEL 8

SP69055



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

MEASUREMENTS OF FLOOR AREA SHOWN ARE
APPROXIMATE AND ARE CALCULATED FOR THE
PURPOSE OF THE STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1973 ONLY.

T - DENOTES TERRACE
V - DENOTES VOID TO LEVEL 7

No.1 DEE WHY PARADE

Reduction Ratio 1 : 250

Lengths are in metres

Registered Surveyor
M. S. Adam

Authorised Person/General Manager/ Accredited Certifier
[Signature]

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

5
(Sheet 1 of 5 sheets)

SP69055

Plan of subdivision of Lot 1 DP1002205 covered by
Council's Certificate No of

**Full name and address of the owner of
the land:**

Topland Development Pty Limited
Suite 4
1 Mooramba Road
Dee Why NSW 2099

PART 1

- 1. Identity of Restriction firstly
referred to in the abovementioned
plan**

Restriction on the Use of Land

Schedule of Lots, etc affected

Lots burdened

Authority Benefited

Every lot

Warringah Council

- 2. Identity of Positive Covenant
secondly referred to in the
abovementioned plan**

Positive Covenant

Schedule of Lots, etc affected

Lots burdened

Authority Benefited

Every lot

Warringah Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of ⁵4 sheets)

PART 2

1. Terms of Restriction on the Use of Land firstly referred to in the abovementioned plan

The registered proprietors covenant with the Council that they will not:

- (a) do any act, matter or thing which would prevent the Structure and Works from operating in an efficient manner; or
- (b) make any alterations or additions to the Structure and Works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the Structure and Works without the express written consent of the authority.

This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

Act means the Conveyancing Act 1919.

Council means Warringah Council.

Structure and Works means the on-site stormwater detention system constructed on the land including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

Name of authority empowered to release, vary or modify the terms of the Restriction on the Use of Land firstly referred to in the abovementioned plan

Warringah Council

2. Terms of Positive Covenant secondly referred to in the abovementioned plan

The registered proprietors covenant with the Council that they will maintain and repair the Structure and Works on the land in accordance with the following terms and conditions:

- (a) The registered proprietors will:
 - (i) keep the Structure and Works clean and free from silt, rubbish and debris; and
 - (ii) maintain and repair at the sole expense of the registered proprietors the whole of the Structure and Works so that it functions in a safe and efficient manner.
- (b) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 2 days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.

SP69055

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of ⁵ sheets)

SP69055

- (c) By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (d) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - (i) In the event that the registered proprietors fail to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in (c) hereof.
 - (ii) The Council may recover from the registered proprietors in a Court of competent jurisdiction:
 - (A) any expense reasonably incurred by it in exercising its powers under sub-paragraph (d)(i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
 - (B) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (e) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Act means the Conveyancing Act 1919.

Council means Warringah Council.

Structure and Works shall mean the on-site stormwater detention system constructed on the land including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

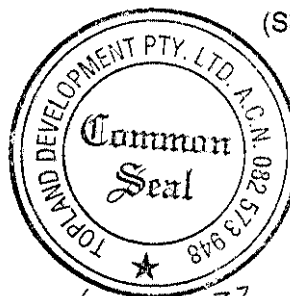
Name of person of authority empowered to release, vary or modify the terms of the Positive Covenant secondly referred to in the abovementioned plan

Warringah Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

SP69055

THE COMMON SEAL of
TOPLAND DEVELOPMENT PTY LIMITED)
was duly affixed in the presence of:)



⁵
(Sheet 4 of 4 sheets)

Signature

Signature

Print name

Print name

Office held

Office held

THE COMMON SEAL of CAPITAL
FINANCE PTY LIMITED)
was duly affixed in the presence of:)

Signature

Signature

Print name

Print name

Office held

Office held

P10

EXECUTION by WARRINGAH COUNCIL

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT KENNANE

MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

W. Manera

Witness

VEDHA MANERA

[Signature]

Signature

[Signature]

Signature

Book 4288
No 963

SP69055

Shit. 5 of 5 Shits.

REGISTERED



12.12.2002



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP69055

SEARCH DATE	TIME	EDITION NO	DATE
29/1/2019	3:49 PM	14	18/12/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 69055
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 SP69055

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 69055
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LIMITED
PO BOX H181
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B270255 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 B390767 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 4 K209653 RIGHT OF CARRIAGEWAY AND EASEMENT FOR DRAINAGE
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
AG649972 VARIATION OF EASEMENT K209653 SITE VARIED AS
SHOWN IN PLAN WITH AG649972
AG649972 VARIATION OF EASEMENT K209653 TERMS VARIED
- 5 8630312 APPLICATION FOR DETERMINATION OF TITLE BOUNDARY
- 6 9767908 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND
SHOWN AS "PROPOSED RIGHT OF WAY 4 WIDE" AND DESIGNATED
(R) IN DP1049302
- 7 9767908 EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE AFFECTING
THE PART OF THE LAND SHOWN DESIGNATED (E) IN DP1049302
- 8 INITIAL PERIOD EXPIRED
- 9 AN939335 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP69055

PAGE 2

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

STRATA PLAN 69055

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 69055							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 88		2 - 67		3 - 67		4 - 67	
5 - 78		6 - 81		7 - 94		8 - 95	
9 - 86		10 - 91		11 - 70		12 - 70	
13 - 70		14 - 80		15 - 82		16 - 93	
17 - 94		18 - 88		19 - 93		20 - 71	
21 - 71		22 - 71		23 - 81		24 - 84	
25 - 96		26 - 97		27 - 91		28 - 91	
29 - 74		30 - 74		31 - 85		32 - 86	
33 - 99		34 - 100		35 - 93		36 - 103	
37 - 100		38 - 93		39 - 95		40 - 104	
41 - 151		42 - 133		43 - 192		44 - 214	
45 - 165		46 - 119		47 - 96		48 - 102	
49 - 128		50 - 91		51 - 118		52 - 110	
53 - 115		54 - 122		55 - 99		56 - 99	
57 - 126		58 - 93		59 - 122		60 - 114	
61 - 165		62 - 103		63 - 103		64 - 132	
65 - 159		66 - 128		67 - 119		68 - 119	
69 - 214		70 - 170		71 - 178		72 - 151	
73 - 137		74 - 652		75 - 134		76 - 89	
77 - SP73216		78 - 108		79 - 21		80 - 28	
81 - 43		82 - 143		83 - 114		84 - SP73217	

STRATA PLAN 73216

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
85 - 127		86 - 169		87 - 94		88 - 77	

STRATA PLAN 73217

LOT	ENT	LOT	ENT	LOT	ENT
89 - 97		90 - 34		91 - 270	

NOTATIONS

DP1049302 PLAN FOR LEASE PURPOSES

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

190017

PRINTED ON 29/1/2019

Ref:190017 /Src:M

(REAL PROPERTY ACT 1925)



B270255C

Trusts must not be disclosed in the transfer)

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

B 270255

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P. " or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception.

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

A very short note will suffice.

If executed within the State this instrument should 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 Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor 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."

I, WILLIAM BRAMWELL BOOTH of London England General of the Salvation Army

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of Three hundred and sixty pounds

(£ 360--) (the receipt whereof is hereby acknowledged) paid to me by

MARGARET GRALTON wife of Cornelius Patrick Gralton of Builder

B 270255 (herein called transferee

do hereby transfer to the said transferee

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

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<u>Cumberland</u>	<u>Manly Cove</u>	<u>Part being Lots 1 and 2 of Section 12 D.P. 7957.</u>	<u>2503</u> <u>2806</u>	<u>238</u>

(And the transferee covenants with the transferor^d :

(a) That she 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 liquors of any kind whatsoever on the land hereby transferred

(b) That she will not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business

(c) That she will not erect in respect of the land hereby transferred any dividing fence without the consent of the said transferor provided that such consent shall not be withheld if such fence or fences be erected without expense to the said transferor

THE land to which this covenant is intended to be appurtenant is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden hereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or

~~ENCUMBRANCES, &c., REFERRED TO.~~

administrators or attorneys or other the General for the time being of the Salvation Army his heirs executors or administrators or attorneys.)

ENCUMBRANCES &c. REFERRED TO.

Subject to such notifications and easements (if any) that are noted on the said Deposited Plan and the said Certificate of Title and affect the subject land.

Signed at Edney the 14th day of August 1925.

'Signed in my presence by the transferor (as the duly constituted Attorney of the Transferor) WHO IS PERSONALLY KNOWN TO ME

Transferor's Attorney

Signed Builder De Why

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

Builder De Why

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

Transferree.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. 1
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.^a

Dated at this
day of 192

Mortgagee.

Signed in my presence by
who is personally known to me.

h Consents by Trustees must show consideration.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 1082 Miscellaneous Register under the authority of which he has just executed the within transfer.¹

Signed at Hydney the 14th day of August 1925.
Signed at the place and on the date above-mentioned, in the presence of—
Harry L. M. & P.

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.^k

Appeared before me at Hydney, the 14th day of August, one thousand nine hundred and twenty-five, and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said Harry L. M. & P. is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Acres 33 1/2 perches
lots 1 & 2 Sec 12 DP 7957
at Dewby (Subject to Covenant)
Shire Warringham
Municipality Manly Road
Parish County New South Wales
Margaret Galton Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol. 3111 Fol. 141

the 14th day of October 1925,
at minutes 2 o'clock in the after noon.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch ...	<u>W.H.</u>	<u>10/10/25</u>
Received from Records	<u>W.H.</u>	<u>10/10/25</u>
Draft written ...	<u>W.H.</u>	<u>10/10/25</u>
Draft examined ...	<u>W.H.</u>	<u>10/10/25</u>
Diagram prepared	<u>W.H.</u>	<u>10/10/25</u>
Diagram examined	<u>W.H.</u>	<u>10/10/25</u>
Draft forwarded	<u>W.H.</u>	<u>10/10/25</u>
Supt. of Engrossers	<u>W.H.</u>	<u>10/10/25</u>
Cancellation Clerk	<u>W.H.</u>	<u>10/10/25</u>
VOL. <u>3788</u> FOL. <u>6</u>		
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

SOUTH-WALL



B390767C

must not be disclosed in transfer)

I, WILLIAM BRAMWELL BOOTH of London, England, General of the Salvation Army.

(herein called transferor)

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

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of One hundred and Sixty pounds (£160.) (the receipt whereof is hereby acknowledged) paid to me by

B 390767

PATRICK DANIHER of Dee Why in the State of New South Wales, Land owner.

B 390767

(herein called transferee)

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

do hereby transfer to the said transferee
ALL suchmy Estate and Interest in ALL THE land mentioned in the schedule following:—

All the references cannot conveniently inserted, a of annexure (obtainable T.O.) may be added. annexure must be signed the parties and their signatures witnessed.

(e)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	<u>Cumberland</u>	<u>Manly Cove</u>	<u>Part- and being Lot 3 Section 12 on Deposited Plan No. 7957.</u>	<u>3111</u>	<u>141</u>

se references will suffice if whole land in the grant or if certificate be transferred.

part only add " and being sec. D.P. " or being the land shown in plan annexed hereto," or being the residue of the in certificate (or grant) .. entered Vol. Fol. ere the consent of the l council is required to subdivision the certificate plan mentioned in L.G. Act, 1919, should company the transfer.

And the transferee covenants with the transferor^d
(a) 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 liquors of any kind whatsoever on the land hereby transferred.
(b) That he will not carry on or permit to be carried on upon the land hereby transferred any noxious noisome or offensive trade occupation or business.
(c) That he will, not erect in respect of the land hereby transferred any dividing fence without the consent of the said transferor PROVIDED that such consent shall not be withheld if such fence or fences be erected without expense to the said transferor.
THE land to which this covenant is intended to be appurtenant is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden thereof is the land hereby transferred and the person by whom and with whose consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or attorney or other the General for the time being of the ~~ENCUMBRANCES, &c. REFERRED TO~~ salvation Army his heirs executors or administrators or attorney

ke out if unnecessary. tenants should comply Section 89 of the veysencing Act, 1919. e also should be set forth right-of-way or easement ception. provision in addition to modification of the tenants implied by the may also be inserted.

very short note will suffice.

Subject to such notifications and easements (if any) that are noted on the said Deposited Plan and the said Certificate of Title and affect the subject land.

executed within the State instrument should be signed or acknowledged before Registrar-General, or utary Registrar-General, or utary Public, a J.P., or missioner for Affidavits, whom the Transferor is witness must appear ore one of the above functionaries to make a declaration in the annexed form. to instruments executed where, see page 2.

Signed at Manly the 23rd day of June 1926.
Signed in my presence as the duly constituted attorney of
WILLIAM BRAMWELL BOOTH
WHO IS PERSONALLY KNOWN TO ME

St. J. J. J. J.
Transferor's Attorney

Patrick Daniher
Signed

great attestation if necessary.

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

the Transferor or Transferee signs by a mark, the attestation must state " that instrument was read over explained to him, and he appeared fully to understand the same."

Signed in my presence by the transferee
PATRICK DANIHER
WHO IS PERSONALLY KNOWN TO ME
C. R. Sweet
Sgt. J. J. J.

P. Daniher
Transferee.

If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. To alterations 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.

CONSENT OF MORTGAGEE.

I, George & Wynyard Street mortgagee under Mortgage No. 390767
release and discharge the land comprised in the within transfer from such mortgage and all claims
thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised
in such mortgage.

Dated at this day of 192 } Mortgagee.
Signed in my presence by }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power
of Attorney registered No. 1082 Miscellaneous Register under the authority of which he has
just executed the within transfer.

Signed at Sydney the 23rd day of June 192 6.
Signed at the place and on the date above
mentioned in the presence of John V. F. P. O. S. }
Stephen W. O. S. }

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me at Sydney the 23rd day of June, one thousand nine
hundred and twenty 6,
and declared that he personally knew the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said is own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

MEMORANDUM OF TRANSFER of

Acres 12 roads 12 perches.
Lot 3 Sec. 12 Tr. 1957 at Seewly
(Subject to Easement)
Shire Warrumbungle
Municipality Warrumbungle
Parish Early Lake County

Patrick Danilov Transferee.

Particulars entered in Register Book, Vol. 3111 Fol. 141.

the 6th day of August 1926,
at 48 minutes to 2 o'clock in the PM noon.

John V. F. P. O. S.
Registrar General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch	<u>11.8.26</u>	<u>11.8.26</u>
Received from Records	<u>11.8.26</u>	<u>11.8.26</u>
Draft written	<u>11.8.26</u>	<u>11.8.26</u>
Draft examined	<u>11.8.26</u>	<u>11.8.26</u>
Diagram prepared	<u>11.8.26</u>	<u>11.8.26</u>
Diagram examined	<u>11.8.26</u>	<u>11.8.26</u>
Draft forwarded	<u>11.8.26</u>	<u>11.8.26</u>
Supt. of Engrossers	<u>11.8.26</u>	<u>11.8.26</u>
Cancellation Clerk	<u>11.8.26</u>	<u>11.8.26</u>
VOL. <u>3899</u>	FOL. <u>65</u>	
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions
the instrument must be signed or acknowledged before the Registrar-General or Recorder of Title
of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales
or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of an
municipal or local government corporation of such part, or the Governor, Government Resident
or Chief Secretary of such part or such other person as the Chief Justice of New South Wales
may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation
or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British
Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation
Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should
affix his seal of office, or the attesting witness may make a declaration of the due execution
thereof before one of such persons (who should sign and affix his seal to such declaration), or such
other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for
each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued
unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional
fees, however, may be necessary in cases involving more than a simple diagram or more than
six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate
may remain in the Office, or the Transferor may take out a new Certificate for the residue.

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED ON WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **K 209653**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)



Fees: £ 2.10.0
 Lodgment 2.10.0
 Endorsement 1.0.0
 14.7.67
 30/12/65

(Trusts not to be disclosed in the transfer)

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

28 27001

I, WE, ETHEL VIOLET HARRIS wife of WALTER LAURENCE HARRIS of DEE WHY Retired Newsagent as to that part of the land in the Certificate of Title Volume 9923 Folio 89 formerly comprised in Certificate of Title Volume 3899 Folio 65 and WALTER LAURENCE HARRIS as to the residue of the land hereinafter described

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **NINETY THOUSAND POUNDS** (£90,000/-/-) (the receipt whereof is hereby acknowledged; paid to us by **DEE WHY STROLL PTY. LTD.**

do hereby transfer to

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

DEE WHY STROLL PTY. LTD. a Company duly incorporated in
 accordance with the laws of the Australian Capital Territory and
 having its registered office in New South Wales at 296 Burns Bay
 Road, Lane Cove (herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 3") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section "and being D.P. ").
 Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

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

County.	Parish.	Reference to Title.			Description of Land* (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Whole	7042	68	
"	"	"	3947	173	
"	"	"	3947	189	
"	"	"	9923	89	

71976E

And the transferors hereby transfer and grant to the transferee as appurtenant to the land hereby transferred a right of carriageway over the strip of land twenty (20) feet wide, of variable width and twelve (12) feet ten (10) inches wide shown on Deposited Plan No. 505771 as "Site of proposed Right of Way" being part of the land comprised in Certificate of Title Volume 9923 folio 88 together with full and free right and liberty for the transferee from time to time and at all times hereafter by its servants workmen and agents to construct manage repair renew replace maintain operate and use a vehicle ramp and/or stairway and carry out all work incidental thereto in upon and over the strip of land twelve (12) feet ten (10) inches wide extending along and within the western boundary of Lot B Deposited Plan No. 33398 from the southern boundary of the said Lot B a distance of sixty four (64) feet seven (7) inches to the northern building alignment of the building described as "Bk. Hardware Store" on Deposited Plan No. 505771 and for any of the purposes aforesaid to enter go return pass and repass upon along and over the said strip of land twelve (12) feet ten (10) inches wide and make and sink excavations therein and bring and place thereon and remove therefrom such materials implements tools articles and things as the transferee shall think fit. PROVIDED THAT:-

- (a) The said vehicle ramp shall not be erected within three (3) feet of the western wall of the said building described as "Bk. Hardware Store".
- (b) The transferee will at all times maintain the land subject to the said right of carriage way in a clean and tidy condition.
- (c) The transferee will at all times maintain the surface of that part of the land subject to the right of carriage way which extends from Dee Why Parade southerly to the northern building alignment of the building shown on Deposited Plan No. 505771 as "Bk. Hardware Store" in a good and trafficable condition and state of repair and at the same level as the adjoining land being the said Lot B provided however, that nothing in this clause contained shall oblige the said transferee to repair or make good damage to the said strip of land caused by the transferors or any person or corporation deriving title or interest from the said transferors in respect of the residue of the said Lot B or any part thereof.
- (d) Notwithstanding the right of carriage way hereinbefore granted the transferee will at all times permit the use and enjoyment by the transferors or any person or corporation deriving title from or authorised by the transferors of such part or parts of the strip of land twelve (12) feet ten (10) inches wide extending along and within the western boundary of the said Lot B from the southern boundary of Lot B a distance of sixty four (64) feet seven (7) inches to the northern building alignment of the building described as "Bk. Hardware Store" on Deposited Plan No. 505771 as shall not be required or used from time to time by the transferee in exercise of the rights hereinbefore granted for the storage of goods and materials by the transferors or any person or corporation deriving title from or authorised by the transferors or for such other purposes as the transferors may from time to time determine.
- (e) In exercise of the rights powers and privileges in respect of the right of carriage way hereinbefore granted and the easement for drainage hereinafter granted the transferee shall at all times carry out all such works in such a manner as shall cause the minimum disturbance or inconvenience to the owner or occupiers of the said Lot B and in particular the transferee will not interfere disturb or in any way damage the building shown as "Bk. Hardware Store" on the said Deposited Plan No. 505771.

And the transferors hereby transfer and grant to the transferee as appurtenant to the land hereby transferred an easement for drainage over the said strip of land twenty (20) feet wide, of variable width and twelve (12) feet ten (10) inches wide shown on Deposited Plan No. 505771 as "Site of proposed Right of Way" together with full and free right and liberty for the transferee from time to time and at all times hereafter by its servants workmen and agents to construct lay down make control examine supervise manage renew cleanse repair maintain operate and use in and through the said strip of land and at such depths or levels below the

ENCUMBRANCES, A.C., REFERRED TO, surface thereof as the transferee shall think fit such drainage works and other works incidental thereto as in its opinion may be required for drainage purposes and to take up any such works and substitute new works in lieu thereof and for any of the purposes aforesaid to enter go return pass and repass upon along and over the said strip of land and make and sink excavations and cuttings in and through the said strip of land and bring and place thereon and remove therefrom such materials implements tools articles and things as the transferee shall think fit provided that all drainage pipes and other works shall at all times be below the surface of the said land and the transferee will at all times and from time to time make good and restore the surface of the said land immediately after carrying out any of the said drainage works.

4 Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

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

A very short note will suffice.

St 437-2 K 1165-2

If the Transferor 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.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or a Commissioner for Affidavits to whom the Transferee is known, otherwise attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of those parties.

ENCUMBRANCES &c., REFERRED TO.
A839813 covenant as regards Certificate of Title Volume 7042 Folio 684
B255310 covenant as regards Certificates of Title Volume 3947
Folios 173 and 189, B270255 and B390767 covenants as regards
Certificate of Title Volume 9923 Folio 89, J484141 - lease
dated twentieth September 1963 to Dee Why Stroll Pty. Ltd. T484141 96

Signed at Dee Why the 22nd day of October 1965

Signed in my presence by the transferors

WHO ARE PERSONALLY KNOWN TO ME

John Harris
Solicitor
Dee Why

John Harris
Transferor.

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

THE SEAL of DEE WHY STROLL PTY. LTD. was hereunto affixed in pursuance of a resolution of the Directors and in the presence of a Director and the Secretary whose signatures are set opposite hereto:



John Harris
Transferee(s).
John Harris
Transferee

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

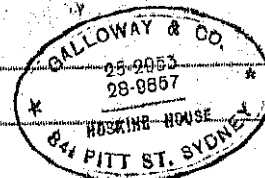
* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations 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 noted in the attestation.

K 209653

LODGED BY



No. _____

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
 - (i) Where a restrictive covenant is imposed; or
 - (ii) A new easement is created; or
 - (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

PARTIAL DISCHARGE OF MORTGAGE.

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

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

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

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>together with and bearing a Right of Burge-way Easement as an Easement for Drainage</i>
Checked by <i>pb</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>K/S/66</i>	M.P.D.
Signed by <i>oss</i>	on <u>10-1-1967</u> at <u>11 A.M.</u> <i>J. Watson</i> Registrar General.

PROCESS RECORD.

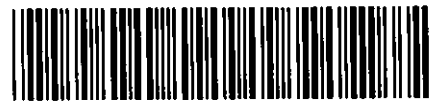
	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>K/S</i>	<i>9.2.67</i>
Draft examined	<i>K/S</i>	<i>11.2.67</i>
Diagram prepared		
Diagram examined		
Draft forwarded		
Sup. of Engrs. Office	<i>K/S</i>	<i>28.2.67</i>
Cancellation Clerk		
Vol. 10534 Fol. 13		

Form: 20EV
Release: 3.2
www.lpma.nsw.gov.au

ARIATION OF EASEMENT

New South Wales

Section 47(5A) Real Property Act 1900



AG649972M

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**
RELODGED

(B) **EASEMENT
VARIED**
24 APR 2012
(C) **LODGED BY**

TIME: 1230

Servient Tenement CP/SP69055		Dominant Tenement CP/SP70150	
Number of Easement K 209653		Nature of Easement See Annexure A	
Document Collection Box 29X	Name, Address or DX, Telephone, and Customer Account Number if any Hicksons Lawyers DX 309 Sydney Ph: 02 9293 5405 Reference: MHR/103153		CODE EV

(D) **APPLICANT (1)**

Registered proprietor of the servient tenement
Owners Corporation SP 69055

(E) **APPLICANT (2)**

Registered proprietor of the dominant tenement
Owners Corporation SP 70150

(F) The applicants, having varied the above easement as set out in annexure A hereto, apply to have the
(G) variation recorded on the relevant Torrens Title.

(H) The consent of any registered lessee of the dominant tenement or the servient tenement is annexed hereto and marked

DATE 3 November 2011

(I) I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act
1900 by the registered proprietor of the servient tenement.

~~Signature of witness:~~

Signature of registered proprietor of the servient tenement:

~~Name of witness:~~

~~Address of witness:~~

SEE PAGE 4 OF ANNEXURE A FOR
SERVIENT TENEMENT EXECUTION.

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act
1900 by the registered proprietor of the dominant tenement.

~~Signature of witness:~~

Signature of registered proprietor of the dominant tenement:

~~Name of witness:~~

~~Address of witness:~~

SEE PAGE 5 OF ANNEXURE A FOR
DOMINANT TENEMENT EXECUTION.

(J) I certify that the N/A with whom I am personally
acquainted or as to whose identity I am otherwise satisfied, signed
this application in my presence.

~~Certified correct for the purposes of the Real Property
Act 1900 by the under
No. shown on folio of the
Register
Signature of the NOT APPLICABLE~~

Signature of witness:

Name of witness:

Address of witness:

This is Annexure A to the Variation of Easement with respect to Dealing K209653 affecting CP 69055 (Servient Tenement) and CP 70150 (Dominant Tenement) between The Owners - Strata Plan 69055 and The Owners - Strata Plan 70150.

- 1. Nature of Easement:** Right of Carriageway Appurtenant to Land Affecting the areas designated "X" and "Y" in DP 1019672.

Terms of Variation:

Dealing K 209653 shall be varied by deleting all the words appearing in dealing K 209653 and substituting the following words:

- A. Appurtenant Right of Carriageway over the areas marked "X" and "Y" on Deposited Plan 1019672 excluding a strip of land 600 mm wide along the Eastermost boundary within area "Y" (and which shall be painted yellow by the Servient Tenement (at its cost)) to be exclusively used by the Servient Tenement to allow footway access to its service cupboards and plant rooms. *SEE PLAN ANNEXED HERETO AND MARKED "PLAN"*.
- B. By way of amplification and clarification of the terms and conditions of the Right of Carriageway herein granted the Servient Tenement and the Dominant Tenement acknowledge and agree that:
- i. The Dominant Tenement and the Servient Tenement both have driveways leading to their respective car parks and/or delivery bays from area "X". Neither party shall cause any interference or obstruction to vehicular access or egress to the respective party's car parks and/or delivery bays from area "X".
 - ii. The Dominant Tenement and the Servient Tenement (and any employee, tradesman, visitor, repair or service person, consultant or advisor of or to either party) shall each have the non exclusive right to use area "Y" for continuous periods of up to a half day per vehicle for the parking of vehicles, making deliveries and collections, the delivery, storage and removal of building materials and construction equipment, carrying out repairs, maintenance, replacement and servicing of services, plant, equipment and machinery and the carrying out of works on or associated with the buildings of either the Dominant or Servient Tenement.
 - iii. Each of the Dominant Tenement and the Servient Tenement acknowledge that from time to time each party will need to use the whole or substantial parts of area "Y" for continuous periods of time with heavy machinery such as cranes, lifting devices, trucks, loaders and the like and for the delivery, storage, removal and lifting of building materials, debris and construction equipment associated with works to be carried out on the respective buildings of each of the Dominant or Servient Tenement. Each party acknowledges that

the non exclusive rights of use of area "Y" granted in Clause 1.B. ⁱⁱ may be suspended for such time(s) as the other party reasonably requires exclusive use of area "Y" for such purposes and activities as are herein contemplated provided the party requiring the temporary exclusive use of area "Y":

- a. Provides the other party with at least 14 days written notice detailing the dates during which exclusive use of area "Y" is required and the times during the day when the proposed use or activities are to be undertaken; and
 - b. Provides the other party with a summary of the nature of the proposed use or activities to be carried out; and
 - c. Provides the other party with a contact name and telephone number for the person(s) responsible for the carrying out of the use or activities for which the exclusive of area "Y" is required; and
 - d. Restores areas "X" and "Y" (at its sole cost) to the same condition and state of repair as at the commencement of the exclusive use period and makes good, repairs or replaces the driveway and anything within area "X" or "Y" damaged by that party (including that party's servants or agents)during the exclusive use period.
- iv. ⁱⁱⁱ Subject always to Clause 1.B.d, the Dominant Tenement and the Servient Tenement shall share equally the cost of replacing, maintaining, servicing and repairing the driveway and anything within area "X" or "Y" (including without limitation any equipment or fittings attached to a wall bordering area "X" or "Y") as and when reasonably required.
- v. Nothing in this easement operates to obviate, derogate from or diminish any right either party may have to recover from any person any loss sustained by that party in respect of any damage done to the driveway or anything within area "X" or "Y".

2. Nature of Easement:

Easement for Drainage of Water Appurtenant to Land affecting the areas designated "X" and "Y" in DP 101962.

Terms of Variation:

Dealing K 209653 shall be varied by deleting all the words appearing in dealing K 209653 and substituting the following words:

Appurtenant Easement for Drainage of Water over the areas marked "X" and "Y" on Deposited Plan 1019672.

Easement for Services Appurtenant to Land affecting the areas designated "X" and "Y" in DP 101962.

Terms of Variation:

Dealing K 209653 shall be varied by deleting all the words appearing in dealing K 209653 and substituting the following words:

Appurtenant Easement for Services over the areas marked "X" and "Y" on Deposited Plan 1019672.

Dated this 3rd day of November 2011.

Certificate of Owners Corporation (Approved Form 9)

The Owners of Strata Plan SP 69055 certify that on the 25 day of October 2011 it passed a Special Resolution:

1. Agreeing to the execution of a Variation of Easement affecting dealing K209563 pursuant to S.28(4) Strata Schemes (Freehold Development) Act, 1973.
2. The requirements of S.28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 have been complied with in respect of the said dealing.
3. Variation of Easement affecting dealing K209563 pursuant to S.26(1)(b) Strata Schemes (Freehold Development) Act, 1973.

Execution and certification by Servient Tenement:

The Common Seal of the Owners – SP 69055 was hereunto affixed on the 7th day of MARCH ~~2011~~ ²⁰¹² in the presence of the below signed being the person(s) authorised under S.238 Strata Schemes Management Act, 1996 to attest the affixing of the seal:

Name: David Ferguson
Position: Sr. Manager



~~Name.~~
~~Position:~~

SEAL.

Certificate of Owners Corporation (Approved Form 8)

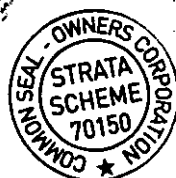
The Owners of Strata Plan SP 70150 certify that on the 28th day of JULY 2011 it passed a Special Resolution agreeing to a:

1. Variation of Easement affecting dealing K209563 pursuant to S.26(1)(b) Strata Schemes (Freehold Development) Act, 1973.
2. Agreeing to the execution of a Variation of Easement affecting dealing K209563 pursuant to S.28(4) Strata Schemes (Freehold Development) Act, 1973.
3. The requirements of S.28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 have been complied with in respect of the said dealing.

Execution and certification by Dominant Tenement:

The Common Seal of the Owners – SP 70150 was hereunto affixed on the 28th day of JULY 2011 in the presence of the below signed being the person(s) authorised under S.238 Strata Schemes Management Act, 1996 to attest the affixing of the seal:

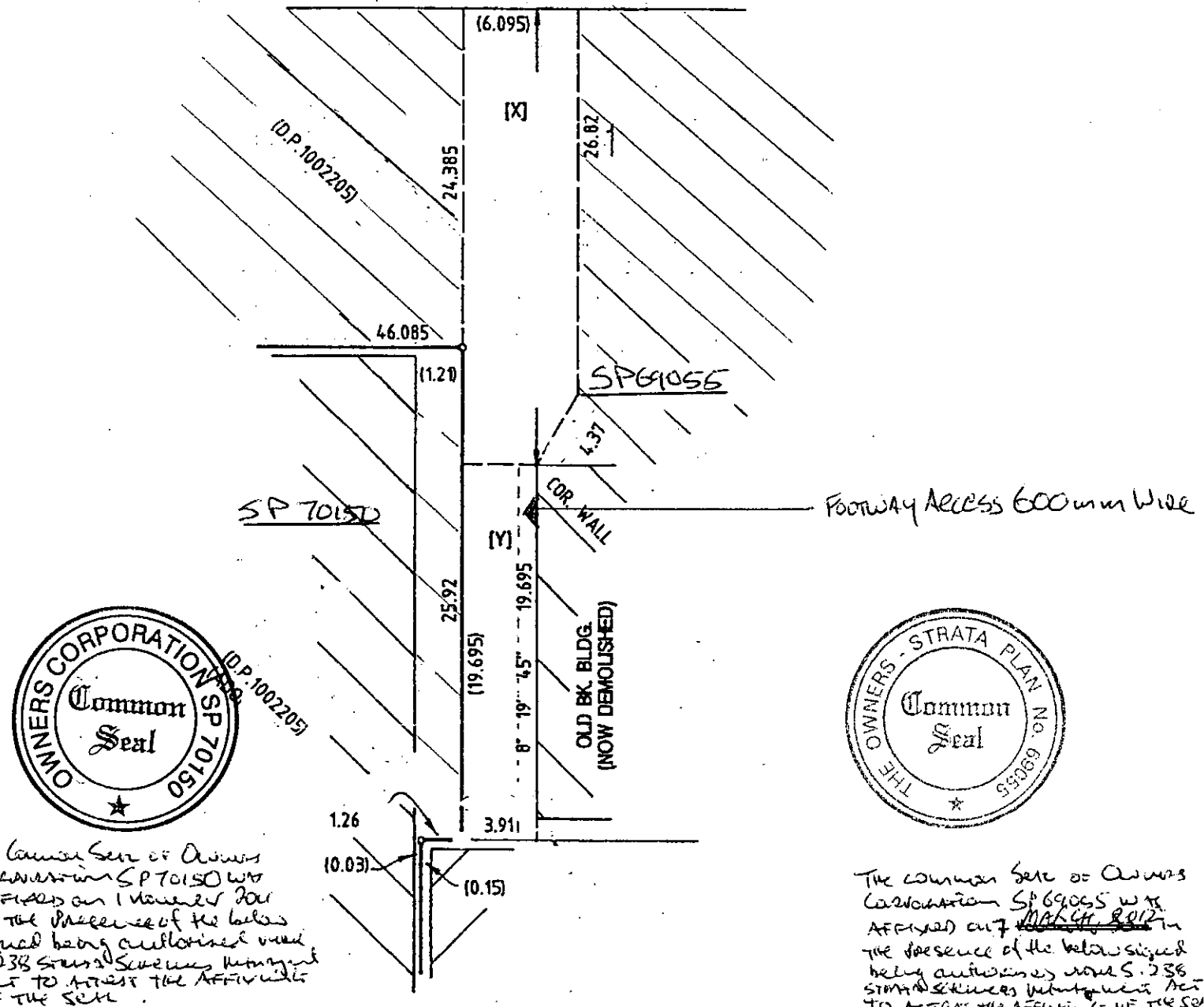
X [Signature]
Name: MICHAEL LEIGH
Position: CHAIRMAN



[Signature]
Name: Leonora J. Grey
Position: Secretary

THIS IS THE PLAN REFERRED TO IN VARIATION OF EASEMENT
 AG 649972 IN OF AREAS "X" AND "Y" DENOTING THE LOCATION
 OF RIGHT OF CARRIAGEWAY AFFECTING CP/SP 70150 AND CP/SP 69055

DEE WHY PARADE



DIAGRAM

NOT TO SCALE

STRATA MANAGING AGENT

Form: 14TB
Licence: 98M111
Edition: 0105

DETERMINATION OF TITLE BOUNDARY



New South Wales
Section 135B Real Property Act 1900

8630312N

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

(A) PARCEL 1

Folio of the Register or Old System Book & No.	Particulars of common boundary (if part only)	Name and address of owner
Folio identifier 10/1019672 8656-238	AS SHOWN ON THE PLAN WHICH IS ANNEXED TO THIS APPLICATION (SEE ALSO ATTACHED LETTER)	ARPIC PTY LIMITED ACN 000 184 967 PO BOX 2543, SYDNEY, NSW 2001

(A) PARCEL 2

Folio of the Register or Old System Book & No.	Particulars of common boundary (if part only)	Name and address of owner
Folio identifier 1/1002205	AS SHOWN ON THE PLAN WHICH IS ANNEXED TO THIS APPLICATION (SEE ALSO ATTACHED LETTER)	TD/PLAND DEVELOPMENT PTY LIMITED ACN 082 573 948 UNIT 4, 1 MOORAMBA STREET, DEE WHY NSW 2099

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
2926	ARPIC PTY LIMITED C/- AUSTRALIAN DEVELOPMENT CORPORATION PTY LIMITED PO BOX 2543, SYDNEY NSW 2001 Reference (optional): G NICHOLS RL: 9233 3266	R

(C) APPLICANT

ARPIC PTY LIMITED ACN 000 184 967 OF PO BOX 2543, SYDNEY NEW SOUTH WALES 2001
--

The applicant applies to the Registrar General to determine the boundary between the parcels of land described above.

(D) In support of this application the following documents are lodged herewith—

- Statement by the applicant fully describing the particulars of the application;
- Survey report dated _____ by _____, registered surveyor;
- Survey report dated _____ by _____, registered surveyor;

4. DEPOSITED PLAN 101 9672

5. DEPOSITED PLAN 100 2205

DATE 23 / 05 / 2002
dd mm yyyy

(E) I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: *Graham Maxwell Nichols*

Name of witness: GRAHAM MAXWELL NICHOLS

Address of witness:

LEVEL 14, 99 ELIZABETH STREET,
SYDNEY

Certified correct for the purposes of the Real Property Act 1900 by the applicant who in accordance with section 135F(2) of that Act hereby undertakes to pay the reasonable cost of any survey or other investigation carried out by the Registrar General.

Signature of applicant:

ARPIC PTY LTD

[Signature]

DETERMINATION

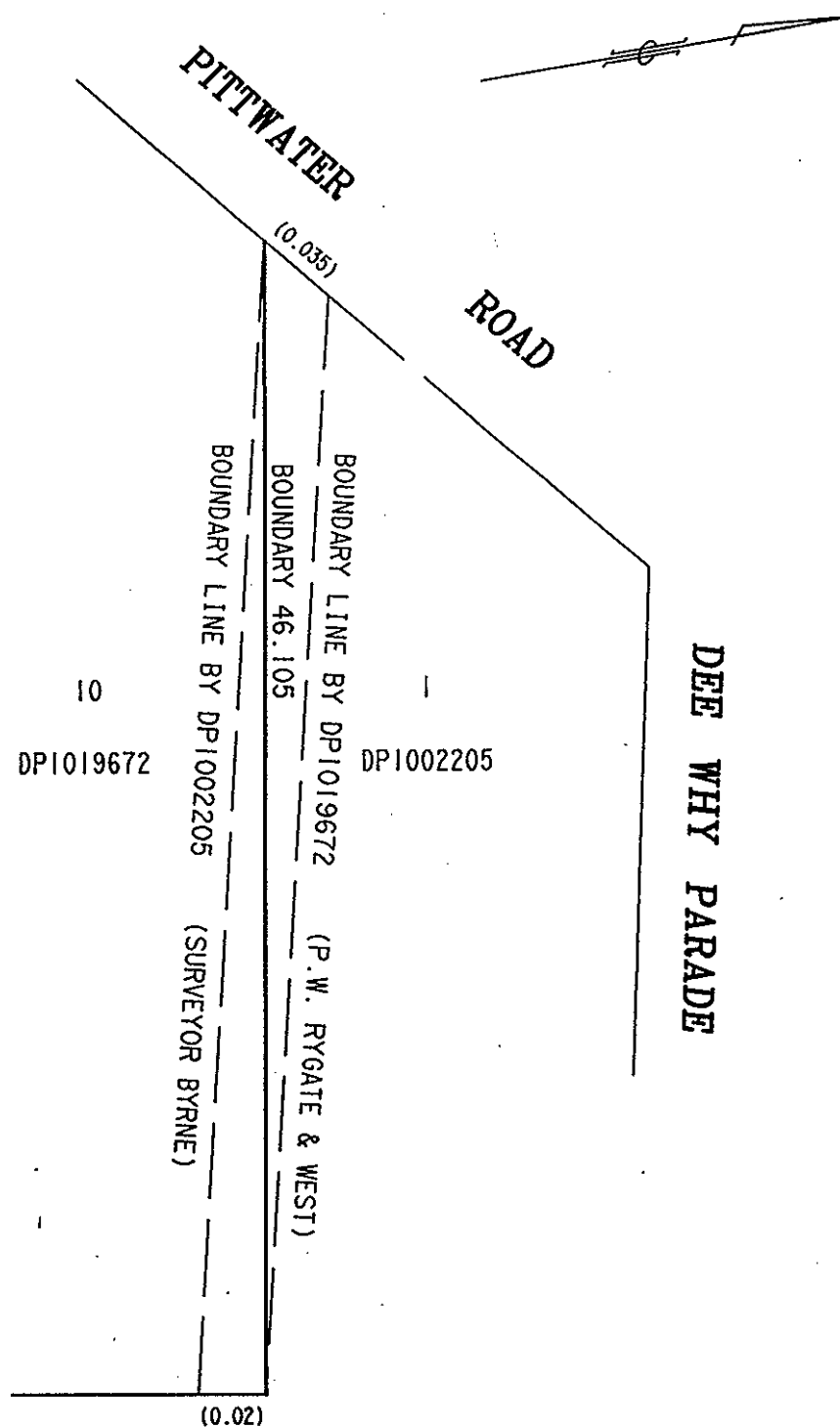
(LPI use)

1. The position of the common boundary between Lot 1 DP 1002205 and Lot 10 DP 1019672 has been determined to be in the position as shown on the attached sketch.

The determination has been made under Clause 135H of the Real Property Act 1900. The evidence available from DP 1002205 and DP 1019672, in regard to the common boundary, is inconclusive. As a result, the boundary has been located by what appears just and reasonable in the circumstances.

SKETCH
(LPI use)

BOUNDARY DETERMINATION APPLICATION No:8630312
COMMON BOUNDARY LOT 1 DPI002205 AND LOT 10 DPI019672



NOT TO SCALE

Grahame Wallis
GRAHAME WALLIS
REGISTERED SURVEYOR
12th JULY 2002

Form: 01TG
Release: 1.2
www.lpi.nsw.gov.au

TRANSFER GRANTING EASEM

New South Wales
Real Property Act 1900



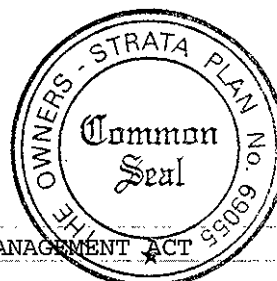
9767908M

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

(A) TORRENS TITLE	Servient Tenement CP/SP69055		Dominant Tenement Easement in Gross pursuant to S.88A(1) of the Conveyancing Act 1919
	Delivery Box 481 REF BP / PVC: 030: 186 / EnergyAustralia Reference: BP-PVC:030186		CODE TG
(B) LODGED BY	Name, Address or DX and Telephone CITYLINK & LEGALITIES		
(C) TRANSFEROR	THE OWNERS - STRATA PLAN NO. 69055 ABN 90 889 272 354		
(D)	The transferor acknowledges receipt of the consideration of \$ <u>1.00</u> and transfers and grants		
(E) DESCRIPTION OF EASEMENT	A RIGHT OF CARRIAGEWAY AND AN EASEMENT FOR ELECTRICITY PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"		
(F)	out of the servient tenement and appurtenant to the dominant tenement.		
(G) TRANSFEREE	Encumbrances (if applicable):		
	ENERGYAUSTRALIA ABN 67 505 337 385		

DATE 1 JULY 2003

- (H) Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: THE OWNERS - STRATA PLAN NO. 69055
Authority: SECTION 238 OF THE STRATA SCHEMES MANAGEMENT ACT



Signature of authorised person:

Name of authorised person:
Office held:

Dave Ferguson
Authority under Section
238 of SSMA 1997

Signature of authorised person:

Name of authorised person:
Office held:

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness: WARWICK WEEKLEY
Address of witness: 570 George Street
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property
Act 1900 by the person(s) named below who signed
this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name: GARY KENNETH GREENE - SMITH
Signing on behalf of: EnergyAustralia
Power of attorney-Book: 4368
-No.: 61

B


**THIS IS ANNEXURE "A" REFERRED TO IN TRANSFER GRANTING EASEMENT FROM
THE OWNERS - STRATA PLAN NO. 69055 TO ENERGYAUSTRALIA OVER LAND IN
CERTIFICATE OF TITLE CP/SP69055**

A RIGHT OF CARRIAGEWAY affecting that part of the servient tenement shown as
"PROPOSED RIGHT OF WAY 4 WIDE" on Deposited Plan 1049302 on the terms contained
in Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles
on the right of carriageway and;


AN EASEMENT FOR ELECTRICITY PURPOSES affecting that part of the servient
tenement shown as "PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE"
on Deposited Plan 1049302 (being the 'said land') on the following terms:

1. FULL RIGHT LEAVE LIBERTY AND LICENCE for EnergyAustralia its agents
servants and workmen to lay down erect construct and place repair renew inspect
maintain and remove underground electric mains cables and other apparatus for the
transmission of electric current and for purposes incidental thereto under the said
land AND ALSO the free and uninterrupted passage of electricity and apparatus
thereto appertaining under the said land and the said electric mains when
constructed TOGETHER WITH power for EnergyAustralia its servants agents and
workmen either with or without vehicles of all descriptions to enter into and upon the
said land or any part thereof for the purposes aforesaid or any of them and to make
all necessary excavations for cables and other apparatus in the said land or any part
thereof.
2. AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots
branches or other growths and foliage which now or at any time hereafter may
overhang or encroach on or are now growing or may grow in or on the said land.
3. PROVIDED THAT except where EnergyAustralia its agents, servants and workmen
in the course of exercising its rights hereunder removes damages breaks down or
destroys any existing fence or fences on the said land EnergyAustralia shall not be
under any obligation or in any way be bound to erect place or maintain any fence or
fences on the boundaries or any other part or parts of the said land.
4. AND the Transferor doth hereby for itself and the other owner or owners from time to
time of the said land covenant with EnergyAustralia that it will not do or knowingly
suffer to be done any act or thing which may injure or damage the said cables and
other apparatus or interfere with the free flow of electric current under the said land
AND that if any such damage or injury be done or interference be made the said
Transferor will forthwith pay the cost to EnergyAustralia of properly and substantially
repairing and making good all such injury or damage and restoring the free flow of
electric current as aforesaid.

SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 69055



SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA



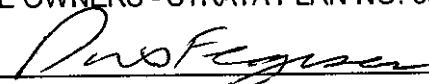
Appendix 1

[illegible]


B

5. AND for the consideration aforesaid EnergyAustralia doth hereby covenant with the Transferor its successors and assigns that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own cost and charge pay for all damage and injury arising to the Transferor or to any person or persons in consequence of any breach or non-observance of this covenant.
6. AND FURTHER the Transferor doth hereby for itself and the other owner or owners from time to time of the said land covenant with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 69055



SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA



**Certificate of Owners Corporation
(dealing or plan dedication of road or reserve)**

Approved Form 9

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 69055 hereby certifies that:

1. the * dealing * ~~plan~~ [†] *Transfer Granting Easement* was * ~~executed~~ * ~~accepted~~ * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *dealing * ~~plan~~.

The common seal of the Owners - Strata Plan No. 69055 was affixed hereto on 24/6/03 in the presence of David Ferguson being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



David Ferguson
Signature

.....
Signature

Authorized person for the
Print Name and Capacity
Purposes of Sect 238 of Act

.....
Print Name and Capacity

.....
Date
24/6/03

* Strike out whichever is inapplicable.

† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

Certificate re Initial Period Expired

Approved Form 10

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 69055 hereby certifies that in respect of the strata scheme based on Strata Plan No. 69055:

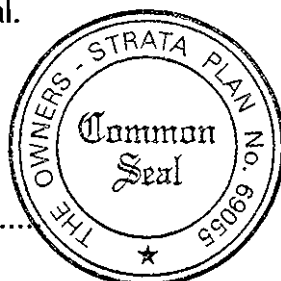
*(a) the initial period, as defined by that Act, expired before:

- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).
- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).
- * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).

*(b) at the date of issue of a certificate referred to in section * 9(3)(b); * 13 (2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 69055 was hereunto affixed on 26 June 2003 in the presence of David Ferguson being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

David Ferguson
Signature



.....
Signature

David Ferguson - person authorised under
Print Name and Capacity sect 238

.....
Print Name and Capacity

of SSMA 1997

* Strike out whichever is inapplicable.

Use this side only for **Second Schedule** directions

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 15CH
Release: 2.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AN939335D

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

(A) **TORRENS TITLE**

For the common property
CP/SP 69055

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE MANAGEMENT P O BOX 2727 TAREN POINT NSW 2229 Reference: SP69055 STRATA TITLE MANAGEMENT / PH:92662600	CODE CH
--	---	-----------------------

- (C) The Owners-Strata Plan No. 69055 certify that a special resolution was passed on 27/8/2018
- (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 13
Amended by-law No. NOT APPLICABLE
as fully set out below:
REFER TO SPECIAL BY-LAW (NO SMOKING) ON PAGE 54 OF ATTACHED 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 "A"
- (G) The seal of The Owners-Strata Plan No. 69055 was affixed on 20/11/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

Lynne Kopellos

Name:

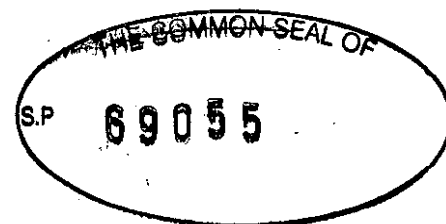
LYNNE KOPELLOS

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 'A'

STRATA SCHEME NO **ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS**

Strata Plan 69055

1-5 Dee Why Parade, Dee Why NSW 2099

Consolidated Set of By-Laws

Mixed Use Schemes

1 Noise

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

2 Vehicles

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

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

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

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

(3) This by-law does not prevent an owner or person authorised by an owner from installing:
(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a 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 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building 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 exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

(a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or

(b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

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

13 Moving furniture and other objects on or through common property

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

(2) An owners corporation may resolve that furniture, large objects or deliveries to and from the lot are to be transported through or on the common property (whether in the building or not) in a specified manner.

(3) If the owners corporation has specified, by resolution, the manner in which furniture, large objects or deliveries to and from the lot are to be transported, then an owner or occupier of a lot must not transport any furniture, large object or deliveries to and from the lot through or on common property except in accordance with that resolution.

14 Floor coverings

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

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

15 Garbage disposal

(1) An owner or occupier of a lot in 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),

(e) must not place any thing in the 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) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Option B

(1) Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(3) If an owner or occupier of a residential lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

(1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

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

22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

BY-LAW 23 - EXCLUSIVE USE RIGHTS IN FAVOUR OF LOT 81 AMENDED

Note: This is an amendment of original by-law 23.

23.1 Definitions

Authorised Person means any tenant or licensee of Lot 81.

Building means the building known as Ocean Breeze Apartments containing the strata scheme.

Common Property has the meaning given to it by the Management Act.

Employee means any of the following persons;

- (a) the tenant or licensee in possession of Lot 81;
- (b) any agent, employee or contractor of the Lot 81 Owner;
- (c) any agent, employee or contractor of any tenant or licensee of Lot 81.

Exclusive Rights Period means the period 12 months from the date of registration of this by-law.

Items means table and chairs.

Lot means a lot in the Strata Plan.

Lot 81 means lot 81 in the Strata Plan.

Lot 81 Owner means the registered proprietor for the time being of lot 81 in the Strata Scheme.

Management Act means the Strata Schemes Management Act 1996.

Parcel has the meaning given to it by the Management Act.

Plan means the plan attached to this by-law.

Retail Area means that part of the Common Property the subject of this exclusive use by-law, being the area identified as such on the Plan.

Strata Plan means strata plan number 69055.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

23.2 Manner of amending this by-law

This is an exclusive use and special privilege by-law made in accordance with section 52 of the Management Act. This by-law may only be amended by a special resolution of the Owners Corporation and with the consent of the Lot 81 Owner.

23.3 Exclusive use rights and special privileges

The Lot 81 Owner has:

- (a) the exclusive use of the Retail Area for the specific purposes (and those purposes only) stated in this by-law; and
- (b) the special privilege to use the Retail Area for the purpose of:
 - (i) placing the Items on the Retail Area; and
 - (ii) providing services to patrons of the business being conducted on the Retail Area; and
- (c) the special privilege to allow an Authorised Person to have the same rights over the Retail Area as the Lot 81 Owner.

23.4 Responsibility for maintenance, repair and cleaning

- (a) The Lot 81 Owner is solely responsible for the proper care, maintenance, replacement and keeping in a state of good and serviceable repair the Retail Area and the Common Property on which it is located.
- (b) The Lot 81 Owner must keep the Retail Area and the Items in a good state of maintenance and repair.
- (c) The Lot 81 Owner must keep the Retail Area in a clean condition and must have in place a regular programme for cleaning the Retail Area.

23.5 Responsibility for insurance

The Lot 81 Owner must comply with the following in connection with the Retail Area:

- (a) the Lot 81 Owner must insure with a reputable insurer the Retail Area against public risk for not less than \$20 million for any one claim or any other sum which the Owners Corporation may reasonably nominate;
- (b) the Lot 81 Owner must ensure that the insurance policies required:

- (i) are maintained by the Lot 81 Owner; and
- (ii) note the interest of the Owners Corporation for its interest.

23.6 Indemnity

The Lot 81 Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation arising out of damage to or to property or persons in or near the Retail Area which arises as a result of, or because of, any negligent act or omission of the Lot 81 Owner, or of any Authorised Person or of any Employee.

23.7 Development Consent

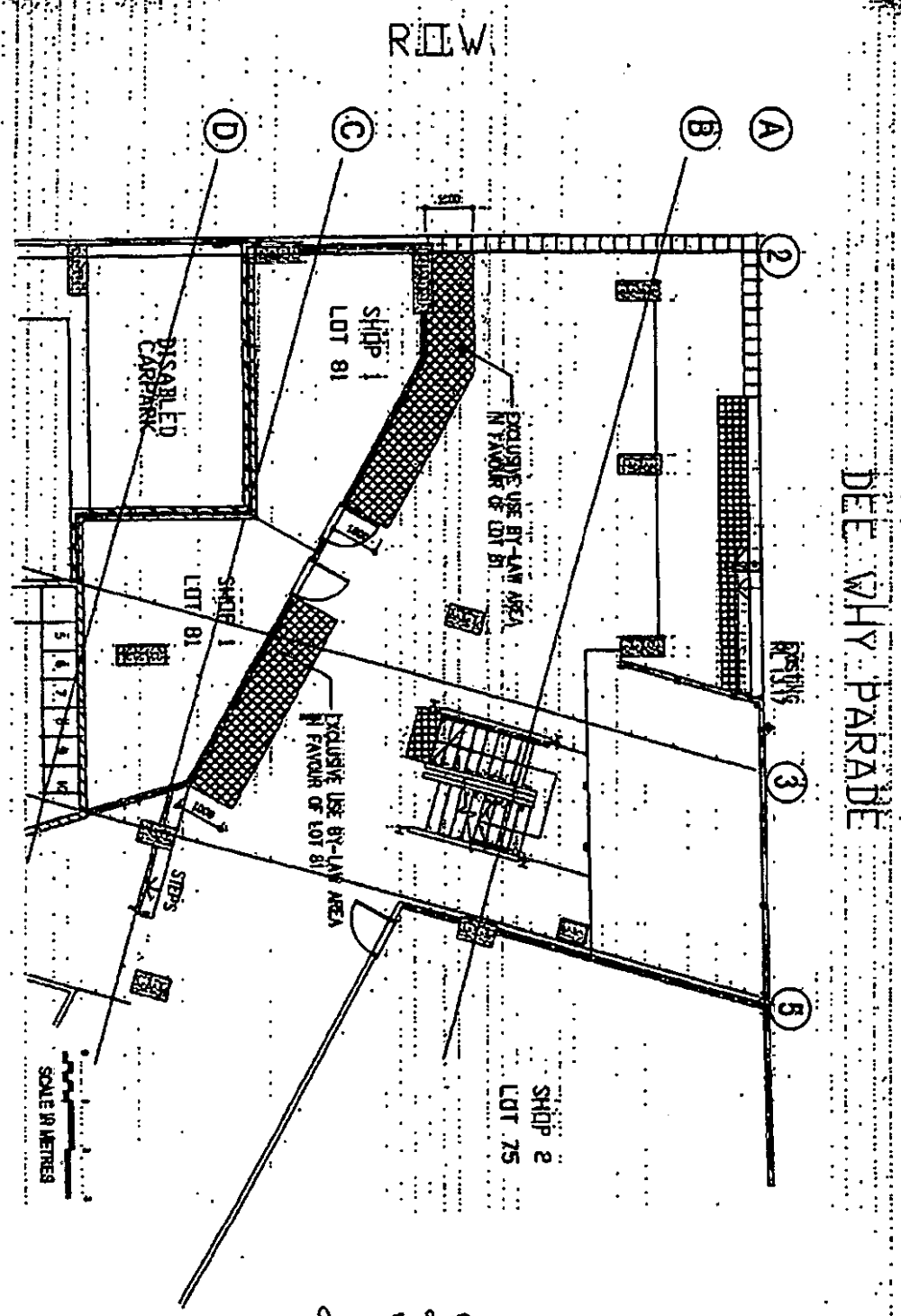
The Lot 81 Owner:

- (c) must ensure it has in place any relevant development consent in connection with its use of the Retail Area; and
- (d) must comply with the terms of any development consent applicable to the Retail Area.

23.7 When rights and special privileges cease

- (a) The terms of this by-law apply notwithstanding anything to the contrary in this by-law.
- (b) The Lot 81 Owner has the benefit of the rights and special privileges granted by this by-law for the Exclusive Rights Period. Those rights and special privileges continue for successive periods each equal to the Exclusive Rights Period until termination in the manner provided by by-law 23.7(c).
- (c) If at any time during any succeeding 12 month period after the Exclusive Rights Period the Owners Corporation (acting reasonably) forms the view the Lot 81 Owner is not utilising the Retail Area in accordance with the terms of this by-law 123 (after having provided written notice to the Lot 81 Owner specifying the nature of any such breach and having provided a reasonable time period in which to allow the Lot 81 Owner to rectify that breach), the Owners Corporation may terminate the rights and special privileges granted by this by-law by giving the Lot 81 written notice at least 3 months before the end of the relevant succeeding period. If any such notice is given the rights and special privileges granted by this by-law come to an end at the end of the relevant succeeding 12-month period. The Lot 81 Owner agrees it will sign any form of consent required by the Owners Corporation to have the by-laws for the Strata Scheme amended by deleting this bylaw 23.

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Ref:05/p0072 /Src:E



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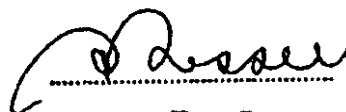
STATUTORY DECLARATION

I Phillippa Mary Russell of Hopetoun Terraces, Moore Park Gardens, 780 Bourke Street, Moore Park., NSW, 2021 on the 19 day of January 2004 do solemnly and sincerely declare as follows -

1. I have been instructed to register a Change of By-laws in connection with strata plan 69055, by registering 2 new by-laws, by-laws 23 and 24 for the strata scheme.
2. The Change of By-laws was registered dealing number AA240707M.
3. The change of by-laws was approved at an extraordinary general meeting of the owners corporation held on 19 November 2003.
4. The registered Change of By-laws in so far as they relate to by-law 23 do not reflect the by-law 23 approved at the meeting of the owners corporation on 19 November 2003.
5. I have been instructed lodge this Request for the purposes of making by-law 23, as registered, consistent with the by-law 23 approved by the owners corporation.
6. Copies of the notice of the meeting of the owners corporation and the minutes of the meeting are attached, as annexures "A" and "B" respectively.
7. The terms of the registered by-law 23, amended in accordance with this Request, are now identical with the by-law 23 approved by the owners corporation at the extraordinary general meeting on 19 November 2003.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900

Signature of party making the declaration



Signature of Witness



Name of Witness

CHERYL ROBERTS

Address of Witness

342 MAROUBRA ROAD
MAROUBRA, NSW 2035

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BY-LAW 24

Note: This by-law has been repealed.

BY-LAW 25 - EXCLUSIVE USE, ENJOYMENT AND SPECIAL PRIVILEGES (LOTS 89 AND 90)

25.1 Definitions

'Building' means the building containing these Strata Schemes.

'Common Property' has the same meaning given to it by the Management Act.

'Instrument' means this Change of By-Laws Instrument.

'Lot' means a Lot in Strata Plan 69055 or 73217.

'Lot 89 and Lot 90' means Lot 89 and Lot 90 in Strata Plan 73217.

'Owner' means the registered proprietor(s) for the time being of Lots 89 and 90 in the Strata Plan,

'Management Act' means the Strata Schemes Management Act 1966.

'Parcel' has the same meaning given to it by the Management Act.

'Strata Plan' means Strata Plan No. 73217.

'Strata Scheme' means the Strata Scheme constituted on the Registration of the Strata Plan.

25.2 Amendment and Interpretation of this By-Law

25.2.1 This is an Exclusive Use and Enjoyment and Special Privileges By-Law made in accordance with Section 52 of the Management Act. This By-Law may only be amended or repealed by Special Resolution of the Owners Corporation and with the consent of the Owner.

25.2.2 Where any other By-Law is inconsistent with a provision of this By-Law, then this By-Law is to prevail

25.3 Exclusive Use, Rights and Special Privileges

The Owner has:

25.3.1 the exclusive use of the Common Property wall dividing Lots 89 and 90;

25.3.2 the right to alter, remove or reinstate the said dividing wall or any part of it, including the right to construct, alter, remove or reinstate any door or opening in that wall;

25.3.3 to construct, alter or remove partitioning within Lots 89 and 90, or to construct other partitioning in its place, notwithstanding that this partitioning may alter, damage mark or otherwise affect the Common Property walls which enclose or divide Lots 89 and 90;

Buckner Jones
Solicitors

ABN: 25 053 244 817

Principal: Ian Jones

OUR REF: 11.2785

YOUR REF: POSSIBLY CHARLES HAIN OR CHARLES HARRISON

Suite 4, 1073 Pittwater Road
P.O. Box 328
COLLAROY NSW 2097

Phone: 02 9971 4222
Fax: 02 9971 4314
DX 9109 DEE WHY NSW

27th January 2006

VERY URGENT - ALSO BY FAX 9319 1866

The Managing Director
Strata Plus Pty Ltd
Level 3, 111 Devonshire Street
SURRY HILLS NSW 2101

Dear Sir or Madam,

RE: ANTHONY RICHARDS and LILY LIM – CHANGE OF BY-LAWS
PROPERTY: SHOP 4 and OFFICE 3A, OCEAN BREEZE APARTMENTS, 1-5 DEE
WHY PARADE, DEE WHY NSW 2099
LOT Nos. 89 and 90 in STRATA PLAN No. 73217 (previously SP69055)

We refer to our prior letter dated 28th June 2005 marked urgent to Mr Harrison about this matter, to Mr Hain replied by your letter dated 12th July 2005.

Despite your letter assuring us that the matter would be followed up, we have still heard nothing further in spite of our many earlier letters to Mr Charles Harrison of your company about the matter. This By-Law was approved at an EGM on 9th February 2005!

The situation and your lack of action are totally unacceptable. Please let us have your urgent action to finalise this matter. We left an urgent telephone message at about 5.15 pm today for your Managing Director or Manager to call us first thing Monday 30th.

Unless the matter is completed very soon we will advise our clients to complain to the Owners Corporation and to the Director-General about your lack of action.

Yours faithfully
BUCKNER JONES



Ian Jones

SPECIAL BY-LAW 1 – REMOVAL OF SPA

The Owners Corporation shall have the following functions, in addition to those conferred or imposed by the Strata Schemes Management Act 1996 or any other Act:

1. The power and the authority to remove the spa and to dispose of it in such a manner as the Owners Corporation determines.
2. The power and the authority to engage contractors for these purposes.
3. The power and the authority to apply its funds to these purposes.

SPECIAL BY-LAW NO. 2 - CAR PARKING AND STORAGE

(1) An owner or occupier of a lot must not use the car parking space forming part of that lot for any other purpose including:

- (a) as a storage area;
- (b) for the washing of vehicles or equipment; or
- (c) for the carrying out of mechanical or other repairs,

provided that this by-law does not apply to the storage of items in the car parking space that are contained wholly within an Approved Storage Box pursuant to this by-law.

(2) The owners corporation may from time to time, by resolution of its executive committee, approve the make, style or form of a standard form storage box or cabinet for installation and use in carparking spaces in the strata scheme ("Approved Storage Box").

(3) If an owner or occupier of a lot wishes to store any item in the car parking space forming part of that lot, the owner or occupier may do so only if the owner or occupier first installs an Approved Storage Box in that car parking space and not otherwise.

(4) Any item stored in a car parking space forming part of a lot must be wholly contained within the Approved Storage Box installed in the car parking space.

(5) This by-law does not prevent the storage in a car parking space forming part of a lot of a motor vehicle, motor cycle, caravan, boat or trailer.

(6) If at any time an owner or occupier of a lot stores items in the car parking space forming part of that lot otherwise than as permitted in this by-law, the executive committee (acting reasonably) may by resolution determine that those items must be removed from the car parking space and give to the owner or occupier of the lot a notice requiring their removal.

(7) If the executive committee gives an owner or occupier of a lot a notice requiring the removal of items from the car parking space forming part of that lot, the owner or occupier must comply with that notice and remove those items from the car parking space within 14 days of the notice being served on the owner or occupier.

(8) If the executive committee gives a notice to an owner or occupier of a lot to remove items from the car parking space forming part of that lot the storage of which items in the opinion of the executive committee, reasonably held, constitutes a hazard or fire risk, and the owner or occupier fails to remove all of those items from the car parking space within 14 days after the notice to remove is served on the owner or occupier, the executive committee may remove, or procure the removal of, those items from the car parking space and dispose of them in such manner as the executive committee deems fit.

(9) The powers, duties and obligations contained in this by-law are in addition to and not in derogation of by-law 2.

SPECIAL BY-LAW NO. 3 - INSTALLATION OF AIR CONDITIONING

(1) Right To Install Air Conditioning

On the conditions set out in this by-law an owner of a lot shall be entitled to install and keep split system air conditioning in the lot incorporating:

- (a) the installation of the condensing unit or units on the balcony or terrace of the lot affixed to the common property slab of that balcony or terrace;
- (b) the installation of the condensing unit or units on the common property in the place or places approved in writing by the executive committee, (acting reasonably);
- (c) the drilling of holes in the common property walls on the boundaries of the lot for the installation of ducting between the condensing unit or units and the internal air dispersal unit or units and for the affixing of the internal air dispersal unit or units to any common property wall on the boundary of the lot.

(2) Conditions

(a) Prior to Installing Air Conditioning

(i) Prior to installing the air conditioning, the owner must:

A. provide to the executive committee a copy of any applicable specifications for the air conditioner, including the make, model and maximum noise output specified for that model by the manufacturer;

B. satisfy the executive committee (acting reasonably) that the maximum noise output for the air conditioner proposed to be installed complies with the Regulations under the Environmental Planning & Assessment Act 1989 or any amendment or replacement thereof;

C. provide to the executive committee the written consent of the Owner to complying with and being bound by the provisions of this by-law; and

on the basis of the foregoing, obtain the consent of the executive committee (acting reasonably) to the air conditioning being installed.

(ii) Prior to installing the air conditioning the owner must obtain and provide to the executive committee any required approval of Warringah Council for the installation of the air conditioning.

(b) Installation of Air conditioning

In installing the air conditioning, the owner must ensure as far as is practicable that:

(i) the installation of the air conditioning is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia;

(ii) the air conditioning is installed substantially in accordance with the specifications submitted to the executive committee for approval in accordance with paragraph (2)(a)(i)A of this by-law;

(iii) reasonable precautions are taken to protect areas outside the lot from damage by the installation of the air conditioning;

(iv) all construction materials, equipment, debris and other material associated with the installation of the air conditioning are transported across common property in the manner reasonably directed by the executive committee; and

(v) the installation of the air conditioning does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.

(c) Completion of Installation of the Air conditioning

On completion of the installation of the air conditioning the owner must:

(i) ensure that the contractor installing the air conditioning removes from the strata scheme all debris resulting from or associated with the installation of the air conditioning as soon as practicable;

(ii) if the approval of Warringah Council is required in order to install the air conditioning, provide the executive committee with a copy of a certificate from Warringah Council certifying that the installation of the air conditioning complies with any conditions of any requisite approval of the Council.

(3) Existing Air conditioning

The owner of a lot in which a air conditioning is already installed at the date of the adoption of this by-law is granted under this by-law, pursuant to section 52 of the Strata Schemes Management Act 1996, a special privilege and exclusive use right to install and keep the air conditioning subject to:

(a) providing to the executive committee the written consent of the owner to this by-law and, in particular, to complying with and being bound by clause (4) of this by-law; and

(b) complying with the provisions of this by-law other than those contained in clause (2).

(4) Other Rights and Obligations

(a) The owner is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property as a result of the installation of the air conditioning whenever that damage may occur.

(b) The installation of the air conditioning must be undertaken at the cost of the owner.

(c) The owner is responsible for, and must bear and pay all the costs of, the proper maintenance of the air conditioning and must keep the air conditioning in a state of good and serviceable repair and must renew or replace the air conditioning whenever it becomes worn out or damaged so that it is no longer capable of being operated at all times within the maximum noise output restrictions in force under the Environmental Planning & Assessment Act 1989 and the Regulations thereunder.

(d) If the air conditioning installed in respect of a lot is powered by electricity supplied to the common property (as opposed to the owner's lot), the owner of the lot must reimburse the owners corporation for the costs of the electricity used by the owner or occupier of the lot in respect of the air conditioning.

(e) If at any time the owners corporation requires the owner whose air conditioning is powered by electricity supplied to the common property to install separate metering to meter the supply of that electricity, the owner must install that separate metering at the cost of that owner.

SPECIAL BY-LAW NO. 4 - APPROVAL OF AWNING IN LOT 39

- (1) On the conditions set out in this by-law, the owner for the time being (the "Owner" for the purpose of this by-law) of Lot 39 (the "Lot") shall have a special privilege in respect of the common property to install and keep a retractable fabric awning on the terrace of the Lot affixed to the external common property wall on the northern boundary of the Lot and a right of exclusive use of that part of the common property affected by the installation of the awning.
- (2) The awning may only be installed and kept on the common property exterior wall of the Lot on the condition that:
 - (a) the colour of the fabric in the awning when installed is reasonably in keeping with the external appearance of the
 - (b) if the approval of Warringah Council is required to install the awning, prior to installing the awning the Owner must obtain that approval and provide a copy of it to the executive committee;
 - (c) prior to installing or replacing the awning, the Owner provides to the executive committee for approval (which shall not be unreasonably withheld) details of the awning proposed to be installed (either initially or in replacement of an existing awning) including details of the make, style, fabric and colour.
- (3) The Owner must, at the cost of the Owner, keep the awning clean and in a state of good and serviceable repair and must repair or replace the awning as soon as practicable after the awning becomes worn out, defaced or damaged.
- (4) The Owner is liable for any damage caused to any part of the common property as a result of the installation and keeping of the awning on the common property wall of the Lot and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (5) The Owner must reimburse the owners corporation for the costs of drafting and registration of this by-law.

SPECIAL BY-LAW 5 - SERVICE OF DOCUMENTS ON OWNER OF LOT BY OWNERS CORPORATION.

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

SPECIAL BY-LAW NO. 6 - LOT 57 IMPROVEMENTS

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The special privileges conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property.
3. "Owner" means the owner or owners of lot 57 from time to time of strata plan 69055.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to renovate the main bathroom of the lot by removing and replacing all floor tiles, including replacing the waterproofing on the bathroom floor with an Australian Standard approved waterproofing system.

5. The Owners Corporation acknowledges that the Owner may be undertaking other aesthetic works such as painting, replacement of bathroom walls, tiles, furniture, vanity, toilet and tap ware, which does not affect common property and does not require the consent of the Owners Corporation.

6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.

7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.

9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.

Carrying out the Improvements

10. When carrying out the Improvements, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment, debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of making the Improvements;
- (d) only make the Improvements at the times approved by the Owners Corporation;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from making the Improvements immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of making the Improvements

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

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

After completing the Improvements

12. The Owner must deliver to the Owners Corporation the following documents relating to the Improvements:

- (a) certification by an engineer nominated by the Owners Corporation as to the structural integrity of the Improvements and the building (if required); and

- (b) any other document reasonably required by the Owners Corporation.

Repair and Maintenance

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

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

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

Liability and Indemnity

15. The Owner indemnifies the Owners Corporation against —

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- (d) liability under section 65(6) of the Strata Schemes Management Act 1996 in respect of repair of the common property attached to the Improvements.

16. Any loss and damage suffered by the Owners Corporation as a result of making the Improvements may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

17. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

18. The Owners Corporation reserves the right to take action against the Owner to replace the Improvements or reinstate the common property affected by the Improvements to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

19. The Owner must pay the reasonable costs of the Owners Corporation incidental to the making and registering of this by-law.

20. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Strata Schemes Management Act 1996.

SPECIAL BY-LAW NO. 7 – COSMETIC WORK

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"apartment"** means a lot in the strata scheme,
- (c) **"building"** means the building in the strata scheme in which your apartment is located,
- (d) **"common area"** means the common property in the strata scheme,
- (e) **"cosmetic work"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,
 - (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xii) installing any structure or device to prevent harm to children,

but cannot include non-cosmetic work,

- (f) **"non-cosmetic work"** means:
 - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,
 - (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
 - (v) work involving waterproofing or the plumbing or exhaust system of a building,
 - (vi) work involving reconfiguring walls,
 - (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (g) **"strata scheme"** means the strata scheme to which this by-law applies, and
- (h) **"you"** means an owner of an apartment and includes your successors in title.

- 2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:
- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
 - (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
 - (c) words importing the singular number include the plural and vice versa,
 - (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
 - (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
 - (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Cosmetic Work

- 3.1 You may carry out cosmetic work without the approval of the owners corporation.
- 3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

4. Rules for Cosmetic Work

4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) **Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- (d) **Times for Cosmetic Work**
ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,
- (e) **Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- (f) **Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (g) **Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (h) **Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed

- from the building strictly in accordance with the reasonable directions of the owners corporation,
- (i) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
 - (j) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
 - (k) **Daily Cleaning**
clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,
 - (l) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,
 - (m) **Costs of Cosmetic work**
pay all costs associated with the cosmetic work.

4.3 After Cosmetic Work

You must:

- (a) **Maintenance of Cosmetic Work**
properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,
- (b) **Repair Damage**
repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,
- (c) **Prevent Excessive Noise**
ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,
- (e) **Comply with the Law**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

5. Breach of this By-Law

- 5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

6. Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

7. Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

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

SPECIAL BY-LAW NO. 8 – MINOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

2. Definitions & Interpretation

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

- (a) **"Act"** means the *Strata Schemes Management Act 2015*,
- (b) **"apartment"** means a lot in the strata scheme,
- (c) **"building"** means the building in the strata scheme in which your apartment is located,
- (d) **"common area"** means the common property in the strata scheme,
- (e) **"minor renovations"** means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
 - (iv) changing recessed light fittings,
 - (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (vi) installing or replacing wood or other hard floors,
 - (vii) installing or replacing wiring or cabling or power or access points,
 - (viii) installing or replacing pipes and ducts,
 - (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
 - (x) installing a rainwater tank,
 - (xi) installing a clothesline,
 - (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
 - (xiii) installing double or triple glazed windows,
 - (xiv) installing a heat pump or hot water service,
 - (xv) installing ceiling insulation,
 - (xvi) installing an aerial or antenna,
 - (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
 - (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(f) **"non-minor renovations"** means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,
- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) **"strata scheme"** means the strata scheme to which this by-law applies, and

(h) **"you"** means an owner of an apartment and includes your successors in title.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Minor Renovations Approval Process

3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

3.2 The Approval Process

3.2.1 If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the minor renovations,
- (d) drawings, plans and specifications for the minor renovations,
- (e) an estimate of the duration and times of the minor renovations,
- (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

3.2.4 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.5 The owners corporation may engage a consultant to assist it review your application.

3.2.6 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.7 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Minor Renovations

4.1 Before the Minor Renovations

4.1.1 Before commencing the minor renovations, you must:

- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
- (b) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy (if required by law), and
 - (iv) home building compensation fund insurance policy under the *Home Building Act 1989* for the minor renovations (if required by law),
- (c) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
- (d) **Acoustic Consultant's Report**
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or

other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(e) Dilapidation Report

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

(f) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

(g) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.

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

4.2 During the Minor renovations

During the minor renovations you must:

(a) Standard of Workmanship

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

(b) Quality of Minor Renovations

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

(c) Time for Completion of Minor Renovations

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

(d) Times for Minor Renovations

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

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Minor Renovations

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

(g) Noise During Minor Renovations

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

(h) Transportation of Construction Equipment

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

(i) Debris

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

- (j) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (k) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) **Daily Cleaning**
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (n) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (p) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) **Variation to Minor Renovations**
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) **Costs of Minor renovations**
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the minor renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- (c) **Restore the Common Areas**
restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- (d) **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- (e) **Acoustic Consultant's Report**
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Minor Renovations

properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,

(b) Repair Damage

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

(c) Prevent Excessive Noise

ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

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

(f) Insurance

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

(g) Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

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

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

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

7. Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

8. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

9. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

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

SPECIAL BY-LAW NO. 9 – MAJOR RENOVATIONS

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out major renovations to a common area in the building in connection with your apartment or to your apartment.

2. Definitions & Interpretation

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

- (a) “**Act**” means the *Strata Schemes Management Act 2015*,
- (b) “**apartment**” means a lot in the strata scheme,
- (c) “**annexure**” means the annexure to this by-law,
- (d) “**building**” means the building in the strata scheme in which your apartment is located,
- (e) “**common area**” means the common property in the strata scheme,
- (f) “**cosmetic work**” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) “**major renovations**” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,

(ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,

(iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,

(iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the *Environmental Planning and Assessment Act 1979*,

but cannot include cosmetic work or minor renovations,

(h) "**minor renovations**" means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,

(i) "**strata scheme**" means the strata scheme to which this by-law applies, and

(j) "**you**" means an owner of an apartment and includes your successors in title.

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

(a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,

(b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,

(c) words importing the singular number include the plural and vice versa,

(d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

(e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and

(f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Major Renovations Approval Process

3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,
- (c) details of the major renovations,
- (d) drawings, plans and specifications for the major renovations,
- (e) an estimate of the duration and times of the major renovations,
- (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Major Renovations

4.1 Before the Major Renovations

4.1.1 Before commencing the major renovations, you must:

(a) Prior Notice

give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,

(b) Local Council Approval

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

(c) Contractor's Licence and Insurance Details

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

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

(d) Engineer's Report

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

(e) Acoustic Consultant's Report

if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

(f) Dilapidation Report

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

(g) Bond

if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,

(h) Costs

pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.

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

4.2 During the Major Renovations

During the major renovations, you must:

(a) Standard of Workmanship

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

(b) Quality of Major Renovations

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

(c) Time for Completion of Major Renovations

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

(d) Times for Major Renovations

ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,

(e) Times for Operation of Noisy Equipment

make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,

(f) Appearance of Major Renovations

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

(g) Supervision of Major Renovations

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

(h) Noise During Major Renovations

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

(i) Transportation of Construction Equipment

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

(j) Debris

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

(k) Storage of Building Materials on Common Areas

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

(l) Protection of Building

protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,

(m) Building Integrity

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

(n) Daily Cleaning

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

(o) Interruption to Services

minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

(p) Access

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

(q) Vehicles

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

(r) Security

ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,

(s) Variation to Major renovations

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

(t) Costs of Major renovations

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

4.3 After the Major Renovations

After the major renovations have been completed, you must:

(a) Notify the Owners Corporation

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

(b) Access

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

(c) Obtain Planning Certificates

if required by law, obtain all requisite certificates issued under Part 4A of the *Environmental Planning and Assessment Act 1979* approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,

(d) Restore the Common Areas

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

(e) Engineer's Report

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

(f) Expert's Report

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

(g) Acoustic Consultant's Report

if the major renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

(a) Maintenance of Major Renovations

properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,

(b) Repair Damage

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

(c) Prevent Excessive Noise

ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,

(d) Flooring

if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),

(e) Indemnity

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

(f) Insurance

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

(g) Comply with the Law

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

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

(a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or

(b) cleaning any part of the common area as a result of the major renovations,

and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

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

(a) rectify the breach,

(b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and

(c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

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

7. Common Property Rights By-Law

7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

ANNEXURE TO MAJOR RENOVATION BY-LAW

Motion and By-Law for Major Renovations

That the owners corporation specially resolves pursuant to sections 108 and 143 of the *Strata Schemes Management Act 2015* to authorise the owner of the lot specified in the special by-law set out below to carry out the alterations and additions to that lot and the common property described in that special by-law on the conditions of that special by-law (including the condition that the owner is responsible for the maintenance, upkeep and repair of those alterations and additions and the common property occupied by them) and to add to the by-laws applicable to the strata scheme by making that special by-law:

Special By-Law No. ... - Major Renovations and Building Works (Lot)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means Lot in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"Plans" means the plans/drawings prepared by and dated attached to this by-law;

"Major Renovations" means the alterations and additions to the Lot and common property described and shown in the Plans being

"Major Renovations By-Law" means Special By-Law No. 9 – Major Renovations as amended from time to time;

"Strata Scheme" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner:

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and
- (c) the exclusive use and enjoyment of the common property to be occupied by the Major Renovations;

on the conditions of this by-law.

4. Conditions

- 4.1 The Major Renovations By-Law will apply to the Major Renovations.
- 4.2 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.
- 4.3 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.
- 4.4 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.5 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.6 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

SPECIAL BY-LAW NO. 10 – ELECTRONIC VOTING AT MEETINGS

1. Introduction

This by-law sets out rules that must be followed if the owners corporation or strata committee determines, by resolution, to permit votes to be cast on a motion by email or other electronic means while participating in a meeting from a remote location.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**electronic means**" includes a vote cast via a voting website or electronic application,
- (c) "**e-voting**" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) "**e-voting determination**" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) "**committee meeting**" means a meeting of the strata committee,
- (f) "**general meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) "**meeting**" means a committee meeting or a general meeting,
- (h) "**motion**" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
- (j) "**owner**" means an owner of a lot in the strata scheme,
- (k) "**person**" means an owner or a proxy,
- (l) "**proxy**" means a duly appointed proxy for the purposes of the Act,
- (m) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (n) "**you**" means an owner.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. E-Voting

- 3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.
- 3.2 An e-voting determination remains in force until it is revoked.
- 3.3 An e-voting determination may be revoked by a resolution of:
- (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
 - (b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.
- 3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

4. Rules for E-Voting

- 4.1 E-voting must be conducted by a ballot.
- 4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:
- (a) instructions for completing the ballot paper, and
 - (b) the motions to be voted on, and
 - (c) the means of indicating the voter's choice on the motions to be voted on.
- 4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:
- (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
 - (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the deadline for submission of the ballot paper, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
 - (d) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and

- (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
- (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

- 4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.
- 4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.
- 4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.
- 4.7 If the ballot is a secret ballot, the secretary must ensure that:
 - (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
 - (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.
- 4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.
- 4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.
- 4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:
 - (a) review all information and reports about the electronic ballot, and
 - (b) reject as informal any votes that do not comply with the requirements of this by-law, and
 - (c) ascertain the result of the electronic ballot, and
 - (d) make a written or electronic record of the result of the electronic ballot, and
 - (e) announce or publish the result of the ballot.

5. Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

SPECIAL BY-LAW NO. 11 – PROXIES

1. Introduction

This by-law sets out rules that must be followed if a person has been given a surplus of proxies.

2. Definitions & Interpretation

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

- (a) "**Act**" means the *Strata Schemes Management Act 2015*,
- (b) "**earliest proxy appointment forms**" means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) "**meeting**" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) "**Regulations**" means the *Strata Schemes Management Regulation 2016*,
- (e) "**person**" means the person referred to in clause 3.1 of this by-law,
- (f) "**proxy**" means a duly appointed proxy for the purposes of the Act,
- (g) "**proxy appointment form**" means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) "**proxy election**" means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) "**proxy giver**" means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) "**proxy threshold**" means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (A) if the strata scheme has 20 lots or less, one,
 - (B) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
- (k) "**strata scheme**" means the strata scheme to which this by-law applies, and
- (l) "**surplus of proxies**" means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (A) exceeds the proxy threshold for that person, or
 - (B) results in the proxy threshold being exceeded by that person,
- (m) "**you**" means the owner of a lot in the strata scheme.

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

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,

- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Rules Where Proxy Threshold Exceeded

- 3.1 If a person has been given a surplus of proxies the person must make a proxy election.
- 3.2 A proxy election must be communicated by that person to the secretary of the owners corporation:
 - (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
 - (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- 3.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.
- 3.4 If that person does not make a proxy election within the time stipulated by clause 3.2 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.
- 3.5 A proxy election by that person or the chairperson must:
 - (a) give priority to the earliest proxy appointment forms; and
 - (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.
- 3.6 Despite clause 3.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.
- 3.7 You must take all reasonable steps to ensure that a person you appoint as proxy complies with this by-law.

SPECIAL BY-LAW NO. 12 – MAJOR RENOVATIONS AND BUILDING WORKS (LOT 74)

1. Introduction

This by-law gives the Owner the right to carry out the Major Renovations on the conditions of the Major Renovations By-Law and this by-law.

2. Definitions

In this by-law:

"**Lot**" means **Lot 74** in the Strata Scheme;

"**Owner**" means the owner for the time being of the Lot (being the current owner and all successors);

"**Plans**" means the plans/drawings prepared by **G&M Consulting Engineers & Core Drilling to be carried out by other builders with details to be confirmed and included** and dated **10th November 2016** attached to this by-law;

"**Major Renovations**" means the alterations and additions to the Lot and common property described and shown in the Plans being the core drilling to be carried out to the concrete slab for installation of a dental chair.

"**Major Renovations By-Law**" means Special By-Law No. 9 – Major Renovations as amended from time to time;

"**Strata Scheme**" means the strata scheme to which this by-law applies.

3. Authorisation for Major Renovations

The Owners Corporation grants the Owner;

- (a) the authority to carry out the Major Renovations strictly in accordance with the Plans;
- (b) the special privilege to, at the Owner's cost, carry out the Major Renovations to the common property strictly in accordance with the Plans; and

the exclusive use and enjoyment of the common property to be occupied by the Major Renovations; on the conditions of this by-law.

4. Conditions

4.1 The Major Renovations By-Law will apply to the Major Renovations.

4.1 The Owner must, at the Owner's cost, comply with the conditions specified in the Major Renovations By-Law with respect to the Major Renovations.

4.2 The Owner must also, at the Owner's cost, properly maintain and keep in a state of good and serviceable repair the Major Renovations and the common property occupied by the Major Renovations and, where necessary, renew or replace any fixtures or fittings comprised in those Major Renovations and that common property.

- 4.3 The Owners Corporation may exercise any of the functions conferred on it under the Major Renovations By-Law with respect to the Major Renovations.
- 4.4 The Owner must pay the reasonable costs of the owners corporation incurred in connection with approving and registering this by-law.
- 4.5 For the avoidance of doubt, this by-law operates as the approval of the owners corporation of the Major Renovations for the purposes of the Major Renovations By-Law.

Dee Why Medical Centre

ABN: 98 516 807 260

Shop 1A, 1-5 Dee Why Parade
Dee Why NSW 2099

Tel: (02) 9981 3111 Fax: (02) 9971 7279

10th November 2016

Building Manager
Building 1-5, Dee Why Parade
Dee Why NSW 2099

Dear Tony,

As discussed previously at the site, Dee Why Medical Centre is seeking for approval from strata to drill a 120mm core hole into the concrete slab. Work is carried out to the required specifications of the engineer with conjunction with the concrete slab scan.

Following an inspection with the engineer and concrete slab scanner, please see attached reports.

The locations and the scanning of the slab for power and cast-in reinforcement found that these locations are suitable and therefore, engineer has approve this core drilling provided it is carried out in accordance with the attached procedure.

If you require any further information please contact the Practice Manager – Heather Ng on 0421 565 787.

Thank you

Yours Sincerely



Dr Kevin Ng | Director
MB.BS,BS(Medical), FRACGP

Core Drill GPR Concrete Scanning Coring
GPR Concrete Scanning and Coring
6/23-25 Searl Road
Cronulla NSW 2230
0414544479
gprconcretescanning@gmail.com

ID: GCSC138720171106

Concrete Scan Report

6 Nov 2017

Client Site
Dee Why Medical Centre
Shop A, 1-6 Dee Why Parade, Dee Why
Sydney NSW 2099
Contact: Heather Ng (0421565787)
Dee Why Medical Centre
Shop A, 1-6 Dee Why Parade, Dee Why
Sydney NSW 2099
Contact: Heather Ng (0421565787)

Client PO# Dental chair Instrument #1 MALA CX GPR / 1.6GHz-EM
Client Reference Core hole penetration Instrument #2 RD7100 Wand
Targets ☒ PT ☒ POWER ☒ STEEL ☒ CONDUIT ☐ STRUCTURAL SCAN ☐ VOIDING
Site Markings ☒ CRAYON ☐ SPRAY MARKS ☒ TAPE ☐ TARGET STICKER ☐ OTHER
Job Start Job Finish

Information Summary

Scan suspended concrete slab for proposed core penetration to identify and mark steel reinforcement, PT and potential electrical hazards within concrete.
Ground Penetrating Radar and EM scanner used.
Conventional slab top steel reinforcement marked solid black line bottom steel reinforcement marked broken lines.
Reo spacing irregular 90-180mm.
No post tension cables detected in scanned areas.
No live active power detected in scan area.
Slab thickness approximately 210-250mm.
Pin pointed location in underside of concrete exit 3.
Core hole penetration marked in safest location to avoid as much reinforcement as possible.
6/11/2017
Onsite: 2 hours

Operator: Kieran Alder Phone: 0414544479

Whilst every effort will be made to identify potential hazards, the deployed technology does not necessarily identify all potential hazards. No representation or warranty is made to the effect that all risk is completely eliminated. Our service is to minimise your risk but we do not promise to eliminate risk. Please contact us for full disclaimer.

GPR Concrete Scanning and Coring, 6/23-25 Searl Road, Cronulla NSW 2230 Powered by Onsite.Report (1.1.0)

?
Concrete Scan Report ID: GCSC138720171106

Page 2

Page 1

Core Drill GPR Concrete Scanning Coring
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G&M Consulting Engineers
ABN 82 526 345 282

10/11/2016
Dee Why Medical Practice
Shop A, 1-6 Dee Why Parade,
Dee Why, NSW
C/O Heather Ng
G&M Consulting Engineers Reference: 2016069

Dear Heather,

This letter is to certify that I have carried out a site inspection on 25th October to review the proposed core hole location.

This site inspection review was for 1x 120mm dia core hole within the consultation room as per figure 1 below.

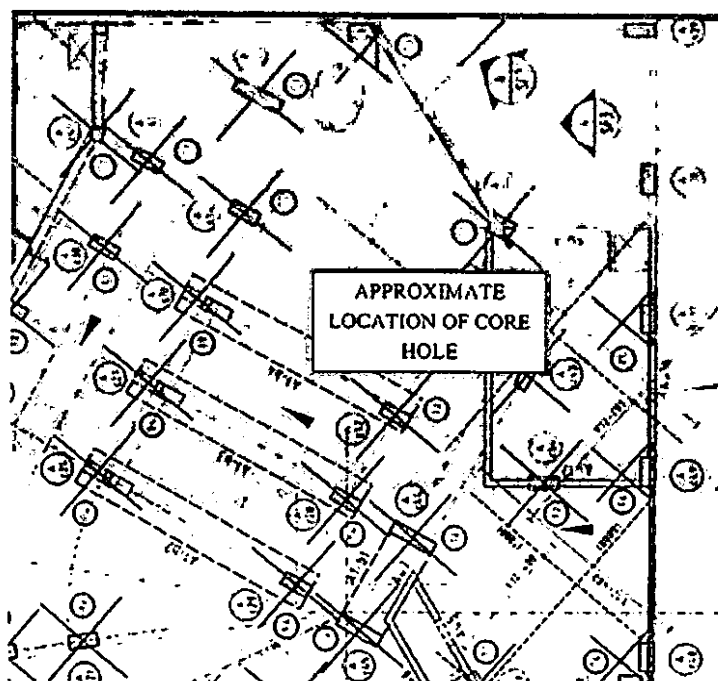


Figure 1 - Approximate location of shop A core hole

My inspection of the locations and the scanning of the slab for power and cast-in reinforcement found that these locations are suitable and therefore, I can approve this core drilling provided it is carried out in accordance with my attached procedure.

Shop A, 1-6 Dee Why Pda, Dee Why - Core Hole Procedure

1

G&M Consulting Engineers
ABN 82 526 345 282

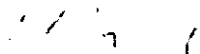
The scanning found that there were no post tensioning cables through this slab. Any reference in my procedure to post tensioning can be ignored.

This letter does not relieve the contractor or any other parties from their legal responsibilities for the works carried out. During design review, I exercised a degree of skill, care and diligence normally exercised by Consulting Engineers in similar circumstances.

I am an appropriately qualified and competent person in this area and as such can certify that the core hole to the address above will comply with the above Australian Standards. I possess indemnity insurance to the satisfaction of the building owner or my principal.

Designer: Eliot Greenwood
Business no: 0421399423
Qualifications: MIE Aust.
Address: 2/25 Seabeach Avenue, Mona Vale, NSW, 2103

Yours sincerely,



Eliot Greenwood
Director
G&M Consulting Engineers

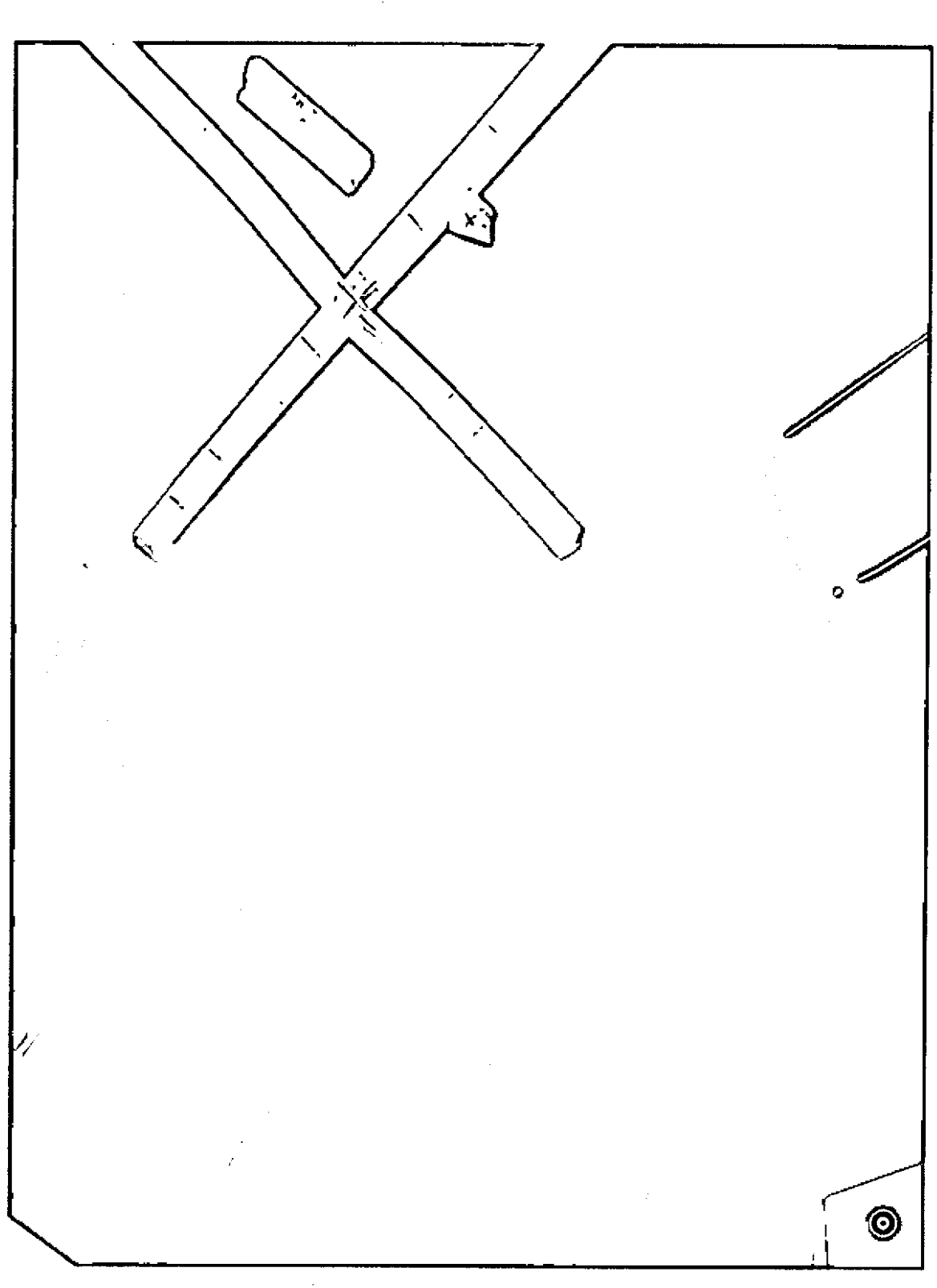
G&M Consulting Engineers
ABN 82 526 345 262

Core holes or slab penetration procedure

- Core holes are to be marked out on the top and underside of the slab in accordance with plans prior to inspection by engineer or scanning contractor.
- Clear visible access is to be provided to top and underside of slab for inspection purposes. (a ladder and clear access is to be provide to hand scan the underside of the slab)
- All proposed core holes are to be scanned for reinforcement by an approved scanning contractor and the enginder prior to core drilling.
- Proposed locations of core holes are to be adjusted as required to ensure no reinforcement or Post Tension cables are cut, once the slab is scanned.
- Pilot holes, 12mm dia to be drilled through slab to ensure no reinforcement is cut and that the core hole is located in the slab and not a structural beam. (the number of pilot holes depends on scanning investigation and type of reo).
- If the slab is post tensioned and the cables have not been located by scanning, 5 pilot holes are to be drilled per core hole to ensure cables are not cut or damaged.
- Cores are to be numbered and retained on site for review by the structural engineer prior to our issuing of final certification. Cores are to be marked top and bottom for inspection purposes.
- No core holes larger than 120 dia have been approved.
- No core holes are to penetrate through slab beams, this is critical, if the initial pilot hole drilled through the slab shows the slab to be thicker than 250mm further investigation and scanning will be required.
- No core holes are to be within 1.5m of a column support unless approved.
- Core holes are NOT to be banked together in small localized areas.

Note:

1. If any of the above items are not achievable, a second site inspection by G&M Consulting may be required to provide further investigation prior to coring
2. G&M Consulting do not have sufficient scanning equipment to detect and differentiate between top, bottom and post tensioning reinforcement or to determine slab thickness, we recommend a suitable scanning contractor be engaged if the slab is post tensioned or access to the underside is limited.
3. G&M Consulting will provide structural certification that the slab and the building framing have not been compromised by these core holes, after our initial inspection and review of the core samples after drilling.
4. It is the responsibility of the coring contractor to make the client &/or engineer aware if there is any indication during the coring procedure that there may be a post tension stressing duct in the slab at this location. The noise of the cutting would differ when cutting into the steel duct and the force to cut through would increase.





Heavy Duty Plumbing Pty Ltd
 ABN: 66 159 325 005
 License No.: 250747c
 Unit C7 / 101 Rookwood Rd,
 Yagoona NSW 2199
 1800 437 586

DATE: 7/11/17

QUOTATION

To : DEE WHY MEDICAL CENTRE

Description	Amount
XRAY SCAN & CORE HOLE SUSPENDED SLAB	\$380.00
1) 50mm trapped waste. (there is a waste line to connect into just under the slab next to where the penetration will be.)	\$1,100.00
2) 50mm vacuum line run from this point to the plant room approximately 11,m away. This should be done using normal DWV but for 90 degree elbows use 2 x 45's to help get a good flow.	
3) 1/2 coper air line run back to the pant room again aprox 11m	
4) Cold water line finished with a 1/2 BSP Inch male thread. I know there is a water supply to the existing sink in the room but not sure where the closest water under the slab is located.	
5) Once under the slab there are at least 2 walls that will also need to be cored through to get across to the plant room so the total number of core holes will be about 3.	
6) The supply's and installs the new cabinetry will be done by others then the existing sink and tap hard ware from the existing unit will need to be refitted to the new benchtop.	
TOTAL Excluding GST	\$1,480.00

Quotation specifically excludes:
 * Painting of Pipework

Quotation has been reviewed and approved by:

Charlie Tannous

Director

info@heavydutyplumbing.com.au

www.heavydutyplumbing.com.au



Contact: Catrina Ireland
Direct Line:
Your Ref:

Retail Business Insurance

Level 6, 388 George Street
SYDNEY NSW 2000

Date: 10 July 2017

Reply Paid 9871, SYDNEY NSW 2001
Telephone: 132 818
Facsimile: 1300 367 310

000

HEAVY DUTY PLUMBING
Unit C7/101
Rookwood Rd
YAGOONA NSW 2199



Dear Sir/Madam,

Certificate of Currency

This Certificate of Currency confirms the details of the Business Insurance Policy as of the issue date. This document is prepared for your information only. The risk details stated below are limited and may not reflect all covers selected by you. For full details about the Terms and Conditions of your policy please refer to your current Certificate of Insurance and the Business Insurance Product Disclosure Statement and Policy Booklet.

Item	Details
Policy Number	BP 2568611 / MSA
Type of Policy	Business Insurance Policy
Insured Names	HEAVY DUTY PLUMBING PTY LTD T/as HEAVY DUTY PLUMBING

Interested Parties

Period of Insurance 23/7/2017 to 4pm 23/7/2018

What's Insured
Broadform Liability (Public and Product Liability)
Risk Address: As per Territorial Limits

Sum Insured
\$20,000,000

Contact us

If you have any questions or need more information, please call us on 132818.

Yours faithfully,

Keira Warren
Sales & Service Manager

CMLCOCA

Insurance Australia Limited ABN 11 020 916 722 AFSL licence No 227687 trading as NIRMA Insurance

IAQ_VIRGANE_NIRMA_IAG_P1000_021A00001304_00000

SPECIAL BY-LAW 13- NO SMOKING

1. For the purposes of this by-law:
 - (a) "smoke" means smoke, hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked and is ignited;
 - (b) "the property" means all lots and the common property of the strata scheme;
 - (c) an owner of a lot, and a director or shareholder of a corporate owner shall be an occupier of that lot if he or she resides in the lot.
2. An owner or occupier of a lot must not smoke, or allow any one else to smoke, within a lot or the common property.
3. If a person, not being an owner or occupier of a lot, smokes in the lot the occupier of the lot breaches this by-law unless:
 - (a) the occupier did not know, or could not reasonably be expected to have known, that the person was smoking in the lot; or
 - (b) upon becoming aware that the person was smoking in the lot, the owner or occupier asked the person smoking to cease smoking immediately or to leave the property immediately, and the person did so.
4. If a person, not being the owner or occupier of a lot, smokes in the common property, the person, being an owner or occupier of a lot, who invited that person into the common property or with whose permission the person remains on the common property breaches the by-law unless:
 - (a) he or she did not know, or could not reasonably be expected to have known, that the person was smoking in the common property; or
 - (b) upon becoming aware that the person was smoking in the common property the owner or occupier asked the person smoking to leave the property immediately, and the person did so.

OPTIONAL ADDITIONAL CLAUSES:

5. This by-law does not prohibit smoking within the property by a person who, on the basis that the person smoked regularly before this by-law was made, has obtained the consent of the owners' corporation in writing to smoking, provided:
 - (a) the person resides in the property;
 - (b) the person does not smoke within the building or at a location visible from a public street;
 - (c) the smoke generated by the person's smoking is not discernible in a lot, and does not enter any air conditioning serving the building;
 - (d) the person does not smoke in or near an area in which clothes dry or children play;
 - (e) the person complies with any other conditions that the Owners' Corporation may place upon its consent.
6. The owners' corporation may place conditions upon a consent given by it pursuant to paragraph 5. The recipient of the owners' corporation's consent must comply with such conditions.

Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 190017
Date: 29/01/2019
Certificate No. ePLC2019/0456

Address of Property: 1095/1 Dee Why Parade DEE WHY NSW 2099
Description of Property: Lot 40 SP 69055

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
 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

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone B4 Mixed Use

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other

development not specified in item 2 or 4

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

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

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

Nil

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

Nil

7A. Flood related development control Information

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

- (2) Development on the land or part of the land for any other purpose is subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (3) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act
- (d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act
- (e) the land to which the certificate relates is not the subject of a site audit statement

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

Planning Certificate – Part 5

ePLC2019/0456

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists

relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

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

Company Title Subdivision

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

District Planning

As part of ongoing NSW Planning Reforms, the Greater Sydney Commission is preparing six District plans for Sydney in consultation with local Councils. Northern Beaches LGA is part of the North District Plan. More information about the NSW Planning Reforms is available at the NSW Department of Planning (website: www.planning.nsw.gov.au).

Council Resolution To Amend Environmental Planning Instrument

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

Planning Proposal - Response to Low Rise Medium Density Code

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

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

- manor houses and multi-dwelling housing (including terraces) in zone R2 Low Density Residential zone under the Manly LEP 2013
- dual occupancy in zone R2 Low Density Residential zone under the Manly LEP 2013 and Pittwater LEP 2014
- multi-dwelling housing and dual occupancies in the R3 Zone in the Warriewood Valley under Pittwater LEP 2014

Council resolution: 26 June 2018

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

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

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011

- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

Planning Proposal - 28 Lockwood Avenue, Belrose

Applies to land: 28 Lockwood Avenue, Belrose

Outline: Amends WLEP 2011 to:

- Permit additional land uses of 'residential flat building' and 'multi dwelling housing' on that part of the land fronting Lockwood Avenue only
- Prohibit the granting of development consent for a residential flat building or multi-dwelling housing on the land unless a minimum Floor Space Ratio of 0.5:1 is provided on the site for commercial premises.

Council resolution: 28 November 2017

Planning Proposal - Freshwater Village Carpark Reclassification

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

Outline: Amends WLEP 2011 to:

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

Council resolution: 27 November 2018

Additional Information Applying To The Land

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

Nil

General Information

Threatened Species

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

Potential threatened species could include:

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

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

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

Bush fire

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

Aboriginal Heritage

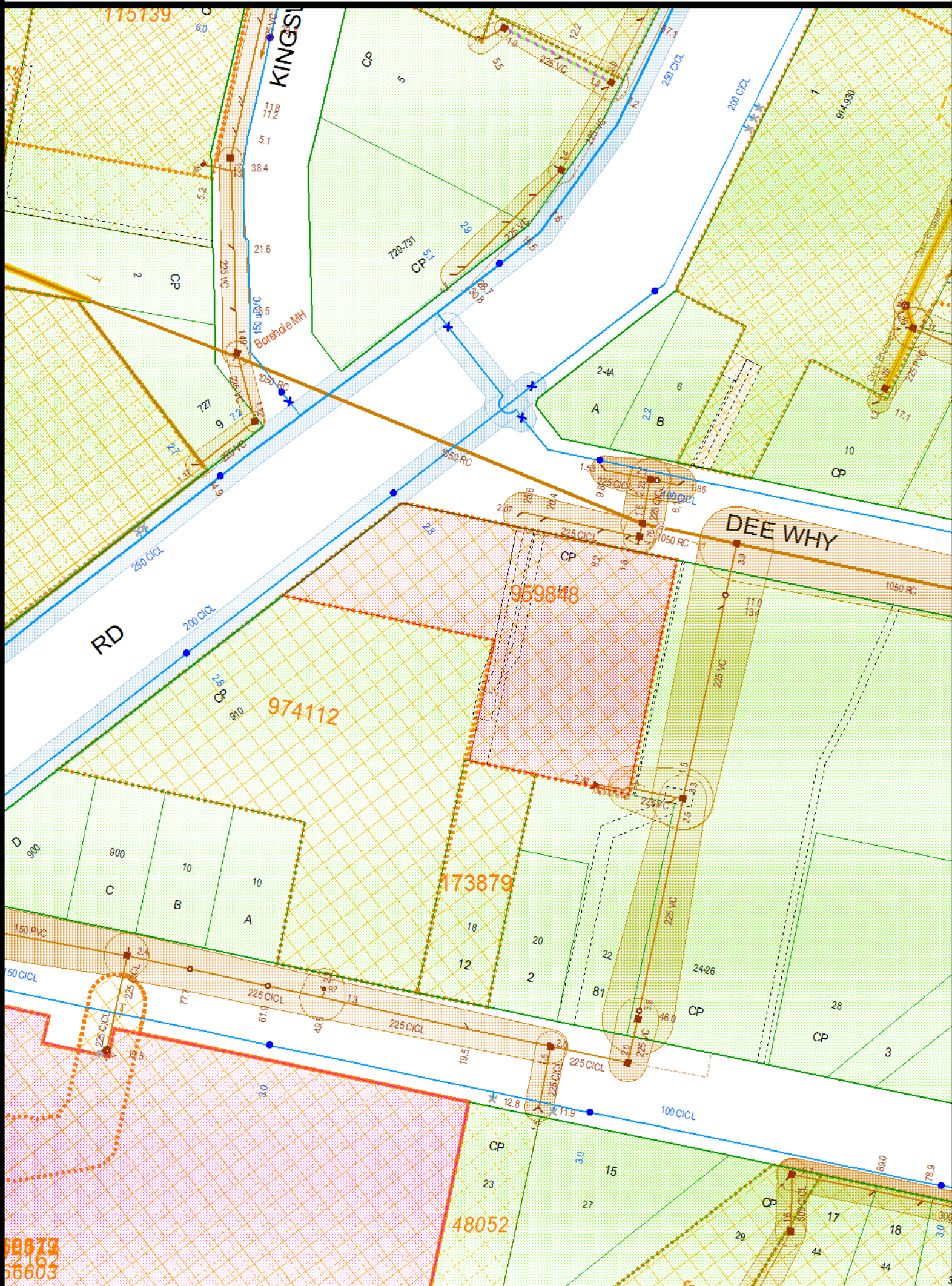
Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal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

Coastal Erosion

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



Ray Brownlee PSM
Chief Executive Officer
29/01/2019



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
S69055/40	Unit 1095, 1 DEE WHY PDE DEE WHY 2099	\$86 597

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?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

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

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.

Standard form from 30 October 2016

Residential tenancy agreement



**Fair
Trading**

Landlord Name (1):

SHEONA COLOMBAGE

Landlord Name (2):

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

610 16-22 STURDEE PARADE DEE WHY Postcode: 2099

Telephone number (of landlord or agent):

0401057705

Tenant's Name (1):

SARAH JEWELL

Tenant's Name (2):

ATSUKO HARADA

Tenant's Name (3):

Add all other tenants here:

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

UNIT 1095 1-5 DEE WHY PARADE DEE WHY Postcode: 2099

Telephone number/s:

Landlord's agent:

N/A

Address for service of notices:

N/A Postcode:

Telephone number/s:

N/A

Premises:

(a) location

UNIT 1095 1-5 DEE WHY PARADE DEE WHY

(b) inclusions

PARKING SPACE, DRYER, DISHWASHER

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 24 weeks/months/years,

For a fixed term agreement insert the term.
Otherwise leave blank or write 'periodic'

starting on 10/6/17

and ending on 10/6/19

Rent:

\$10.00

a week



fortnight



payable in advance starting on

N/A /

The method by which the rent must be paid:

(a) to _____ at _____

by cash or cheque, or

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

BSB number: 112-879 account number: 448 698 620

account name: SHEONA COLOMBAE

payment reference: _____, or

(c) as follows: _____

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

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

A rental bond of \$ ~~BOND HELD 2660660~~³ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: _____ Telephone: _____

Plumbing repairs: PETER Telephone: 0418460171

Other repairs: SHEONA Telephone: 0401057705

Water usage

Will the tenant be required to pay separately for water usage?

☐

Yes

☒

No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes

☐

No

If yes, see clause 35.

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
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 NSW Civil and Administrative Tribunal.

Rent reductions

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

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. The landlord agrees to pay:

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

10. The tenant agrees to pay:

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

- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

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

Possession of the premises

13. The landlord agrees:

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

Tenant's right to quiet enjoyment

14. The landlord agrees:

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

- superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

15. The tenant agrees:

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

16. The tenant agrees:

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

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 as follows:

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

Sale of the premises

20. The landlord agrees:

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

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

22. The landlord and tenant agree:

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

Landlord's access to the premises

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

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

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. The tenant agrees:

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

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

Locks and security devices

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 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 NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

32. The landlord and tenant agree that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

sub-letting the whole of the residential premises, and

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

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

Change in details of landlord or landlord's agent

34. The landlord agrees:

34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

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

Rental bond

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

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

Smoke alarms

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

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

Swimming pools

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

- 40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Loose-fill asbestos insulation

40B. **The landlord agrees:**

- 40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

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.

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.

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

Notes

1. Definitions

In this agreement:

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

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

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

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). 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 NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

SHEONA COLOMBAGE

Signature of landlord/agent



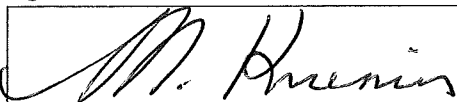
on the 10 day of 6 2017

in the presence of (witness)

Name of witness

MARY KRUMINS

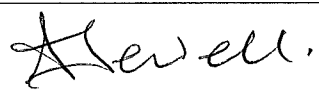
Signature of witness

**Signed by the tenant (1)**

Name of tenant

SARAH JEWELL

Signature of tenant



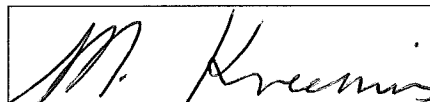
on the 10 day of 6 2017

in the presence of (witness)

Name of witness

MARY KRUMINS


Signature of witness

**Signed by the tenant (2)**

Name of tenant

ATSUKO HARADA

Signature of tenant



on the 10 day of 6 2017

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (3) and any other tenants

Name of tenant/s

Signature of tenant/s

on the day of 20__

in the presence of (witness)

Name of witness

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 the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s N/A.

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

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au