

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent Skyline Real Estate Tel: 9452 3444
 3-7/14 Frenchs Forest Road, Frenchs Forest, 2086 Fax: 9452 4555

Co-agent
 Vendor Gregory John Hughes & Suzanne Wilton Moody
 7 Paling Place, Beacon Hill 2100

Vendor's Solicitor **The Conveyancing Practice** Tel: (02) 9981 6277 Ref: G. Aiello
 88 Warringah Road, Narraweena, NSW, 2099 Fax: (02) 9981 4602
 (Access Nimbey Avenue)

Completion date 42nd day after the date of this contract (clause 15)

Land 42A Toronto Avenue, Cromer
 (Address, plan details Registered Plan: Lot 1 Plan SP58455
 and title reference) Folio: 1/SP58455

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

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

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

Inclusions blinds curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other: air conditioning, spa, shed

Exclusions
 Purchaser

Purchaser's solicitor

Tel:
 Fax

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

Vendor

Witness

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

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

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

Vendor duty is payable NO yes in full yes to an extent
 Deposit can be used to pay vendor duty NO yes
 Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 sewerage connections diagram
- 9 sewer mains diagram
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 section 317A certificate (certificate of compliance)
- 14 building certificate given under *legislation*
- 15 insurance certificate (Home Building Act 1989)
- 16 brochure or note (Home Building Act 1989)
- 17 section 24 certificate (Swimming Pools Act 1982)
- 18 lease (with every relevant memorandum or variation)
- 19 other document relevant to tenancies
- 20 old system document
- 21 Crown tenure card
- 22 Crown purchase statement of account
- 23 Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- 24 property certificate for strata common property
- 25 plan creating strata common property
- 26 strata by-laws not set out in *legislation*
- 27 strata development contract or statement
- 28 strata management statement
- 29 leasehold strata - lease of lot and common property
- 30 property certificate for neighbourhood property
- 31 plan creating neighbourhood property
- 32 neighbourhood development contract
- 33 neighbourhood management statement
- 34 property certificate for precinct property
- 35 plan creating precinct property
- 36 precinct development contract
- 37 precinct management statement
- 38 property certificate for community property
- 39 plan creating community property
- 40 community development contract
- 41 community management statement
- 42 document disclosing a change of by-laws
- 43 document disclosing a change in a development or management contract or statement
- 44 document disclosing a change in boundaries
- 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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
AGL Gas Networks Limited Government Business & Government Procurement Public Works Dept
Council Heritage Office Roads & Traffic Authority
County Council Infrastructure Planning and Natural Resources Rural Lands Protection Board
East Australian Pipeline Limited Land & Housing Corporation Sustainable Energy Development
Education & Training Dept Mine Subsidence Board Telecommunications authority
Electricity authority Owner of adjoining land Water, sewerage or drainage authority
Environment & Conservation Dept Primary Industries Department
Fair Trading RailCorp
If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable 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 on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

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

WARNING SMOKE ALARMS

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

WARNING SWIMMING POOLS

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

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.

'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 to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

30. GENERAL

The parties agree that:

- 30.1 In Clause 1 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' are deleted.
- 30.2 Clause 7.1.1 is deleted.
- 30.3 Clause 8 is amended by the deletion of the words 'on reasonable grounds' in first line of sub-clause 8.1 and deletion of the words 'and those grounds' commencing in the first line of sub-clause 8.2.
- 30.4 Clause 16.5 is amended by deleting 'plus another 20% of that fee'.
- 30.5 Clause 16.6 is amended by adding after the last word 'providing that the uncleared Certificate is received ten (10) days prior to the date of settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement'.
- 30.6 Clause 16.8 is amended by deleting '\$10" and substituting '\$6".'
- 30.7 Clause 16.12 is deleted.
- 30.8 Clause 23.9.3 is amended by deleting 'or before completion'.
- 30.9 Clause 23.13 & 23.14 is amended by deleting '7' and replacing with '5'.
- 30.10 Clause 23.18.1 is deleted.
- 30.11 Printed Clause 18 is amended by adding the following:
Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property'.

31. CONDITION OF PROPERTY

- 31.1 The Purchaser acknowledges that it is satisfied as to the approved and capable use and condition of the property and is purchasing the property in its present condition and state of repair (subject to fair wear and tear), and;
- 31.2 The Purchaser acknowledges that it is purchasing the property subject to all defects (if any) latent or patent, including:
 - (a) all infestations and dilapidations (if any);
 - (b) existing services (if any) and defects therein, their location and the absence of any rights or easements in respect thereof;
 - (c) the presence of any sewer or manhole or vent on the property;
 - (d) any rainwater downpipes being connected to the sewer, and/or;
 - (e) compliance or otherwise with any covenantsdisclosed or not disclosed herein, and the purchaser cannot make a claim, objection or requisition, rescind or terminate or delay completion in respect of any of the above matters.
- 31.3 The Vendor has not made and does not may any warranty as to the state of repair or condition of the inclusions and the purchaser shall accept them in their state of repair and condition at the date of this contract. The vendor is not responsible for any loss (other than loss due to the act or default of the vendor), mechanical breakdown or reasonable wear and tear to the furnishings and chattels (if any) occurring after the date of this contract.

31.4 The purchaser shall not call upon the vendor to carry out any work, repair or replacement whatsoever in relation to the property and/or the inclusions the subject of this sale.

32. DEATH, MENTAL ILLNESS, BANKRUPTCY

If at any time prior to completion of this Contract either the Vendor or Purchaser or if more than one of them shall die, become mentally ill or be declared bankrupt, then either party may rescind the Contract and clause 19 of the Contract shall apply.

33. ESTATE AGENT & COMMISSION

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or the property by any real estate agent except the agent (if any) named herein or by any other person who might be entitled to claim commission from the Vendor in respect of this sale, and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction constituting a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34. ENTIRE AGREEMENT

The purchaser acknowledges that he does not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this Contract.

35. NOTICE TO COMPLETE

35.1 Completion of this matter shall take place on or before 3.30pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. Should the vendor serve a Notice to Complete, the purchaser will be liable for a fee of one hundred & ten dollars (\$110.00) inclusive of GST payable by way of an adjustment in the vendors favour on completion to cover the cost for issuing such Notice.

35.2 The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:

- (a) The time of dispatch is not before 5pm (Sydney time) on a day which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or
- (b) The sender's machine indicates a malfunction in transmission and the recipients transmission shall be deemed not to have been given or made.

36. INTEREST & FAILURE TO COMPLETE

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in addition to the balance of purchase moneys and any other moneys payable to the vendor, interest on the balance of purchase moneys calculated at the rate of ten per centum (10%) per annum computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed but if completion is delayed by reason of the vendor's default, then interest shall not be charged for the period during which completion was so delayed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this Contract unless the amount payable under this clause is tendered.

37. SURVEY REPORT

If annexed hereto is a copy of a survey report relating to the property the Purchasers acknowledge any encroachment by or upon the property and/or non compliance that may be specifically disclosed in the survey report annexed are clearly described therein. The vendor makes no warranties or representations in respect of any of the matters disclosed in the report. The Purchaser cannot make any claim, objection or requisitions in relation to any such encroachment and/or non-compliance.

38. DEPOSIT

- 38.1 In the event that the vendor wishes to purchase a property the vendor shall be entitled to a release of the deposit for the purpose of payment of a deposit and/or stamp duty on the purchase of another property by the Vendor.
- 38.2 The Vendor warrants that if the deposit is required for a purchase it will only be paid to an agent's or solicitors/conveyancers trust account and not released further without the express consent of the Purchaser.
- 38.3 The parties agree that if the deposit is held by the depositholder that it will be invested and the purchaser authorizes the depositholder to invest the deposit.
- 38.4 If the vendor requires the deposit to be available on completion for the purchase of another property, the purchaser agrees to authorize the agent to have the deposit available at settlement.

39. SWIMMING POOL

In the event that the property contains a swimming pool and/or spa on the property (either aboveground or inground), then the vendor does not warrant that such swimming pool and/or spa (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed therein. The purchaser acknowledges that the vendor shall not be obliged to comply with any notice made in accordance with the Swimming Pools Act 1992 (or any amendment in relation thereto) which issued on, before or after the date of this contract in respect of the said swimming pool and/or spa. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to such Act or regulations, the Purchaser must comply therewith at their expense and the Purchaser cannot require the Vendor to contribute to the cost of, or comply with any such notice or orders. It is further agreed that this clause shall not merge on completion. No objection, requisition or claim for compensation shall be made by the purchaser in respect of any matter arising from this clause.

40. SERVICE OF TRANSFER

It is an essential term of the contract that should the Purchaser not submit the Transfer to the Vendor's conveyancer ten (10) days prior to the due date for completion, the purchaser shall allow as an adjustment on settlement the sum of seventy-seven dollars (\$77.00) (GST inclusive) being the Vendor's conveyancer's expedition fees for arranging urgent execution.

41. REQUISITIONS ON TITLE

Notwithstanding anything else herein contained it is agreed that the Purchaser shall only submit to the vendor requisitions on title in the form annexed to this Contract.

42. FIRB

- 42.1 The purchaser warrants to the vendor that the purchaser is entitled to purchase the property without the approval or consent of the Foreign Investment Review Board.
- 42.2 In the event of any breach of the said warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine, expense or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge upon completion.

43. REDUCED DEPOSIT

- 43.1 Notwithstanding any other provision of this contract, on the making of this contract the vendor will accept payment by the purchaser of less than ten per cent (10%) of the purchase price as part payment of the Deposit.

The purchaser warrants that the balance of the Deposit being the difference between the amount paid on the making of this contract and 10% of the purchase price (the unpaid deposit) will be paid to the vendor by the purchaser on or before completion or immediately upon the occurrence of a default by the purchaser of any obligation hereunder which entitled the vendor to forfeit the deposit and terminate this contract for sale of land.

The purchaser irrevocably agrees that the unpaid deposit so demanded by the Vendor and any costs incurred by the vendor in recovering that deposit constitute a judgement debt to the vendor exercisable in a court of law.

- 43.2 If the deposit paid is less than ten (10) per cent then clause 2.9 is amended by deleting 'parties equally' on line 3 and substituting 'vendor'.

44. SETTLEMENT

In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$110 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by The Conveyancing Practice, then settlement shall be effected at the office of The Conveyancing Practice. However, should the Purchaser not be in a position to settle at the office of The Conveyancing Practice, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Agents fee of \$55 (GST inclusive) is paid by the Purchaser.

45. BUILDING CERTIFICATE

45.1 Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the purchaser applies for a building certificate from the local council after the date of this contract and the council after the date of this contract but before completion:-

- (a) a work order under any legislation is made;
- (b) refuses to issue the certificate for any reason; or
- (b) informs the purchaser of works to be done before it will issue the building certificate;

then the purchaser shall not be entitled to make any objection, requisition or claim for compensation, rescind, delay completion nor require the vendor to do any work to the property to enable the certificate to issue. If this contract is completed the purchaser must comply with such work order and pay the expense of compliance or do the works required at his/her own expense.

46. DEPOSIT GUARANTEE BOND

In the event that the deposit is paid by way of a Deposit Guarantee Bond the parties agree that the Purchaser has, at exchange, provided the Vendor with a Deposit Guarantee Bond in the amount of \$ _____ which is dated _____ and:-

- a The vendor agrees to accept the 10% deposit by way of Deposit Guarantee Bond in lieu of a money deposit and in this contract the word 'Bond' means the Deposit Bond issued to the vendor at the request of the purchaser.
- b Subject to paragraphs (c) and (d) below, the delivery of the Bond, on or before the date of this contract to the person nominated in this contract to hold the deposit shall to the extent of the amount guaranteed under the Bond be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- c The purchaser shall pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the vendor.
- d If the vendor is entitled to the deposit and serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this contract to hold the deposit.
- e The vendor acknowledges that payment by the guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under paragraph (d) above.
- f at settlement the Purchaser must pay to the Vendor in addition to all other moneys payable under this Contract, the full purchase price (less any deposit held by the agent) and the Vendor will return the original Guarantee to the Purchaser.

47. GUARANTEE

47.1 In consideration of the vendor entering into this contract with the purchaser, the directors of the purchaser jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract, and jointly and severally indemnify and will keep the vendor indemnified at all times from and against any loss, damage, cost, charge or expense whatsoever, in connection with, arising from or in consequence of any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee is a continuing guarantee and will not merge on completion and will not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever, and will be deemed to constitute a principal obligation between each of the directors of the purchaser and the vendor until the purchaser's obligations under the contract have been fully performed.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.

15. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
17.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

18. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

19. Has the initial period expired?
20. If the property includes a utility lot, please specify the restrictions.
21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 1/SP58455

<u>SEARCH DATE</u>	<u>TIME</u>	<u>EDITION NO</u>	<u>DATE</u>
26/9/2012	2:50 PM	5	29/1/2007

LAND

LOT 1 IN STRATA PLAN 58455
AT CROMER
LOCAL GOVERNMENT AREA WARRINGAH

FIRST SCHEDULE

GREGORY JOHN HUGHES
SUZANNE WILTON MOODY
AS JOINT TENANTS

(T AC894551)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP58455
- 2 AC894552 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TCP-GAIELLO-Hughes

PRINTED ON 26/9/2012

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

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP58455

SEARCH DATE	TIME	EDITION NO	DATE
3/10/2012	8:07 AM	2	6/3/2001

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 58455
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CROMER
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP58455

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 58455
ADDRESS FOR SERVICE OF NOTICES:
42 TORONTO AVE
CROMER-2099

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS-OPTION A ADOPTED
- 3 DP532742 EASEMENT TO DRAIN WATER 0.915 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP532742 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 P552420 RIGHT OF WAY 3.05 & 4.57 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 P555596 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PIECE OF LAND SHOWN AS 1.8M WIDE & VAR WITHIN LOT 2 IN THE PLAN WITH P555596
- 7 7431374 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 58455

LOT	ENT	LOT	ENT
1	40	2	60

END OF PAGE 1 - CONTINUED OVER

TCP-GAIELLO-hughes

PRINTED ON 3/10/2012

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Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP58455

PAGE 2

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

COUNCIL'S CERTIFICATE
 (Name of Council)
WARRINGAH
 Having studied and approved the submission of the Strata Scheme (Financial Development) Act 1973 or Strata Scheme (Financial Development) Act 1988, the Council hereby certifies that the plan is consistent with the provisions of the Act and that the plan does not affect the rights of the strata development contract in which it is contained.

Available in the strata plan to the certificate.
 The area (including plan of subdivision) is one of a development scheme. The extent is as shown on the plan and is consistent with any conditions of the strata development contract in which it is contained.

Checked and approved by the Council on this day: 31.8.98
 Signature: [Signature]
 Section No. 1588/98
 Component or owner's approval

SURVEYOR'S CERTIFICATE
 I, PAUL KEEN
 of 138 WALLUMATTA ROAD
NEWPORT
 a surveyor registered under the Surveyors Act 1928, hereby certify that:
 (1) such applicable requirements of Schedule 1A to the Strata Scheme (Financial Development) Act 1973
 (2) Schedule 1A to the Strata Scheme (Financial Development) Act 1988
 have been met.

(1) - The building construction is in accordance with the requirements of the Act and the plan of subdivision is in accordance with the requirements of the Act.

(2) - The survey information recorded in the accompanying location plan is accurate.

Signature: [Signature] Date: 7/5/98
 I declare myself responsible
 I state another dealing or plan, and state registration number:
SHEET 1 OF 2 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

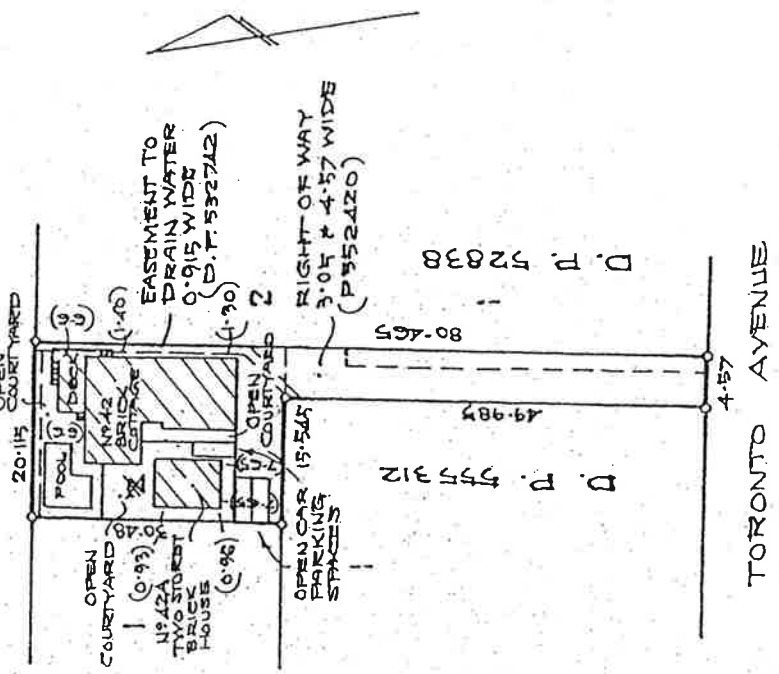
PLAN OF SUBDIVISION OF LOT 2 IN D.P. 532742-882191
 LGA: WARRINGAH Locality: CROMER
 Parish: MANLY COVE County: CUMBERLAND
 Reduction Ratio 1: 500 Lengths are in metres

STRATA PLAN SP 58455
 Registered: [Signature] 17.12.1998.
 C.A. No 1588/98 OF 31.8.1998.
 Title System: TORRENS
 Purpose: STRATA PLAN
 Ref. Map: U1860-33*
 Last Plan: DP 882191

THE OWNERS
 STRATA PLAN NO. 58455
 42 TORONTO AVENUE,
 CROMER - 2099

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

D.P. 774288
 75370



Client#: _____ DocID: _____
 Recd: Thu, 12-Sep-2002 Entry#: 531857 Page: 1/2
 UserID: mark
 Date: 18-Dec-1998 / Rev: 18-Dec-1998 / Sts: OK / PRT: 12-Sep-2002 08:09 / Pgs: 2
 Client: RESIDIA PFA
 Drawing only to appear in this space

L265908

1-2-86
M. J. G. / 5/2/86

INSTRUMENT SETTING OUT TERMS, EASEMENTS AND RESTRICTIONS AS TO USES
INTENDED TO BE CREATED PURSUANT TO SECTION 11(1) OF THE CONVEYANCING
ACT, 1925.

PART 1

PLAN DP532742

Subdivision of Certificate of Title
Volume 1579 Plan 1111 created by
Council Clark's Certificate No. 609
of 1984.

Full name and address
of proprietor of this
land.

Albert Howard Saddle
40 Toronto Avenue, Cromer

1. Identity of assessment
of portion firstly
referred to in above
encompassed plan.

Assessment to drain water 3' wide

Schedule of lots, etc. affected.

Lots, area of road or authority
benefited.

1, 2

3

Signed in my presence by Albert
Howard Saddle who is personally
known to me

Albert Howard Saddle
[Proprietor]

By the Attorney
for the creation of the Freehold Interest referred to in this
instrument, I, the undersigned, do hereby certify that I am
a duly qualified Attorney at Law in the Province of Ontario,
and that I am the Attorney for the said Albert Howard Saddle.

Spiced in my presence by Ronald Alfred
Oakill as the duly constituted Attorney
of The Commercial Bank of Australia
Limited who is personally known to me.

Ronald Alfred Oakill
[Attorney]
Mortgage No. J. 98138

Witness this Deed
[Signature]
1986

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 12th May, 1986

RP 13A



75 DEC 1975
 KEY STAMP
 SOUTH WALES
 22 APR 11 1975
 P 552420

25 MAR 1975
 OFFICE USE ONLY

MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

2 - X
 \$ 36

then amended

This form is for use where the short form of transfer is appropriate.
 Typewriting and handwriting should be clear, legible and in permanent black non-erasing ink. No alterations should be made by eraser; any words rejected must be ruled through and verified by signature or initials in the margin.
 Full name, address and occupation of transferee.

(1) **ALBERT HOWARD SADDLER** of Dee Why, Doctor of Medicine
 hereinafter referred to as the TRANSFEROR

(2) If a land estate is to be transferred in fee simple and not a life estate.

being registered proprietor of an estate in fee simple

(3) A short note will suffice, if no encumbrances are and just registered particulars will be furnished.

in the land hereinafter described, subject to the following encumbrances and interests

(a) Reservations and conditions, if any, contained in the Crown Grant.
 Easement to Drain Water created by registration of D.P. 532742.

In consideration of SIXTY-SIX THOUSAND DOLLARS

(\$ 66,000.00)

(4) Insert appropriate words, if desired, this space may be used to the use of a transferee by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by

(5) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Dates when shares were received to hold in equal shares.

(a) **BRIAN ALLAN MAJOR** of 42 Toronto Avenue, Cromer, Marketing Consultant
 and **DINAH KIM MAJOR** of the same address, his wife
 hereby transfer to
 hereinafter referred to as the TRANSFEREE

an estate in fee simple as joint tenants

in the land described in the following schedule

(6) Insert lot and plan number, portion etc. See also sections 227 and 227A Local Government Act 1919.

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
10955	177	WHOLE		CUMBERLAND	HANLY COVE

K 1148 BY 43:3

RULE UP ALL BLANKS

GROSA

(b) Five (5) sets of original
and three (3) copies of
descriptions introduced are
to be included. Entries shall
not be recorded unless
conformity with section 33 of
the Conveyancing Act, 1919.
If the space provided is
insufficient, additional sheets
of the same size and quality
of paper as the form should
be used. A heading margin
of 1 1/2 inches and other
margins of not less than
1 inch should be provided.
Each additional sheet must
be signed by the parties and
the acting witnesses.

EDITH MARY SADDLER of
CROMER, MARRIED WIDOW.

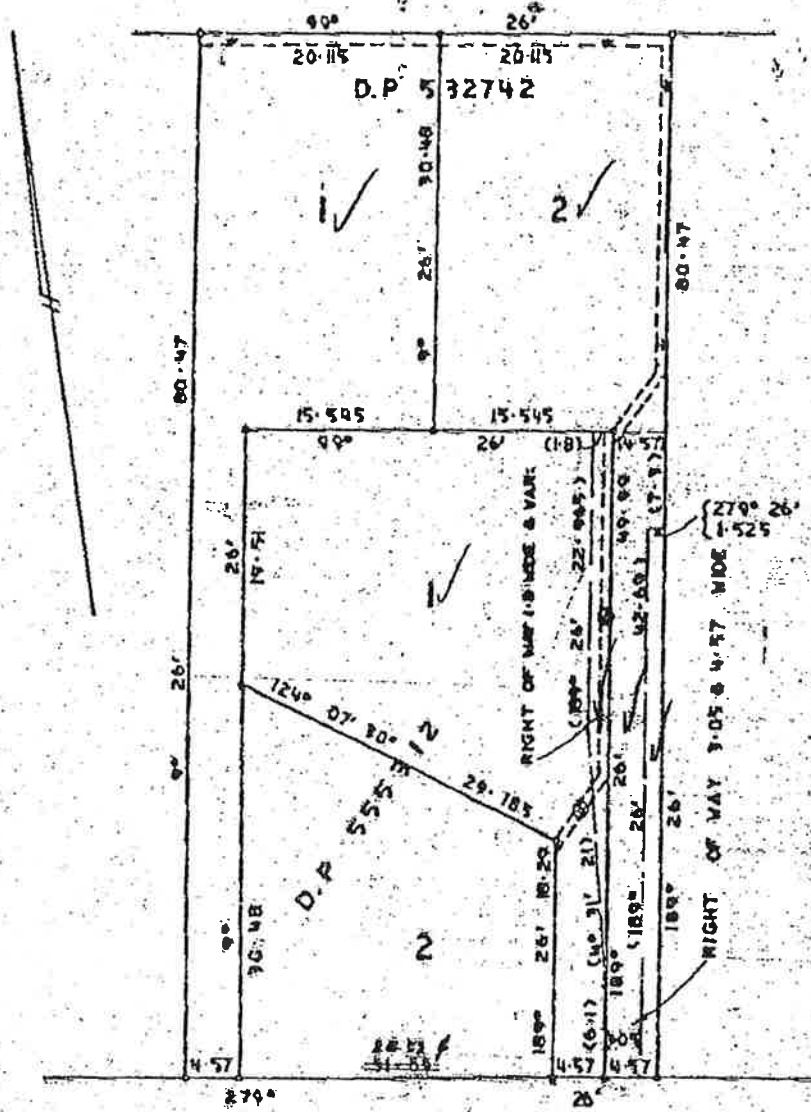
RESERVING unto the Registered Proprietor of Lot 1 in Deposited
Plan 555312 being the whole of the land comprised in Certificate
of Title Volume 11890 Folio 205 as appurtenant thereto full and
free right to pass and repass with or without horses and all other
animals carts carriages motors and other vehicles or any of them
over and along all that piece of land situated in the County of
Cumberland Parish of Manly Cove being part of the land hereby
transferred comprised in the said Certificate of Title Volume
10955 Folio 177 dated the twenty-third day of December, One
thousand nine hundred and sixty-eight and being the land shown
as "Right of Way 3.05 & 4.57 Wide" on the Plan hereunto annexed
and marked with the letter "A".

P552420

PLAN
 SHOWING PROPOSED RIGHT OF WAY 1.8 WIDE
 & VARIABLE WIDTH WITHIN LOT 1 D.P. 555312 &
 PROPOSED RIGHT OF WAY 3.05 & 4.57 WIDE
 IN LOT 2 D.P. 532742

SHIRE: WARRINGAH LOCALITY: CRONER
 PARISH: MANLY COVE COUNTY: CUMBERLAND

RED: RATIO 1:400
 (LENGTHS IN METRES)



This is the plan marked "A" referred to in Memorandum of Transfer dated
 the 07th day of DECEMBER 1975 from ALBERT HOWARD SADDLER
 to BRIAN ALLAN MAJOR and DINAH KIM MAJOR.
 H.A. Saddle
 B.A. Major

TORONTO AVENUE

RYGATE & WEST

- ⊙ DENTY'S EASEMENT TO DRAIN WATER 0.915 WIDE (D.P. 555312)
- * DENTY'S EASEMENT TO DRAIN WATER 0.915 WIDE (D.P. 532742)

SURVEYORS
 2 CASTLEMEACH STREET, SYDNEY, 2000.
 N° 45789 DATE: 9-10-75

Prepared in Rygite & West
 10/10

Dated at SYDNEY this 5TH day of DECEMBER 1975.

Further proof of execution will not normally be required if signed as acknowledged before any of the following persons, not being a party to the dealing, in whom the instrument is known:
Where executed in New South Wales - bank manager, barrister, clerk of peace, notary, some judicial officer in the District Court of the Commonwealth of Australia, notary public, holder of a lease, school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth of Australia, member of the police force of the Commonwealth of Australia or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.
Where executed in any part of the Commonwealth of Australia or the Territories or in any part of the British Commonwealth any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions by the post, Governor, Lieutenant-Governor, Chief Secretary or Registrar of Titles of the State.
Where executed in foreign territory - an Australian or British Consular Officer exercising his functions in that territory, an Australian or British Consular Officer in the District Court of the Commonwealth of Australia, notary public, notary public, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, member of parliament of the Commonwealth of Australia, notary public, town or shire clerk or other executive officer administering local government.
Special attention should be given to section 117 of the Real Property Act, 1900, which provides that this instrument may, before the Registrar, be signed by the Registrar or his deputy, or by his solicitor or some other person by his own name, which should be specified or printed below the signature, and not that of his firm. Any person signing or purporting to sign in this manner is to be treated as if he is the person to whom the instrument is made.
May be witnessed by any person not being a party to the dealing.

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

[Signature]
Signature of witness
B. J. CURRY
Name of witness (BLOCK LETTERS)
SOLICITOR
Qualification of witness

X [Signature]
Transferor

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

[Signature]
Signature of witness
A. MORR
Name of witness (BLOCK LETTERS)
SOLICITOR
Address of witness


Accepted and certified correct for the purposes of the Real Property Act, 1900.

B. Cantor
D. Meyer
Transferor

P552420

DEPARTMENTAL USE ONLY
 TRANSFER *turning Right of Way*

TO BE COMPLETED BY LODGING PARTY
 Lodged by *A.R. Potts, Not. Pub.*
 Address:
 Phone No.:
 Documents lodged herewith
 1. *How*
 2.
 3.
 4.
 5.

Checked *AS*
 REGISTERED
 Passed *22/96*
 Signed *Jamberson*
 REGISTRAR GENERAL
 10-4-1976


Received Documents _____
 Receiving Clerk *[Signature]*
 AUTHORITY FOR USE OF INSTRUMENT OF TITLE
 Authority is hereby given for the use of _____
 (Insert reference to certificates, grants or dealings) lodged
 in connection with _____ for the
 (Insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)
 Signature _____
 Name (BLOCK LETTERS) _____

Ch. 1-1966 the Authority of this has been signed by the person lodging the dealing, or by use has been authorized previously, the Authority must be furnished by the person lodging the dealing to delivery of the certificate of title grant etc.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 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 dealing.
 Signed at _____ day of _____ 19____
 Signature of attorney _____
 Signature of witness _____

CERTIFICATE OF J.P., &c. TAKING DECLARATION OF ATTESTING WITNESS
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____ the day of _____ 19____
 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 his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
 Signature _____
 Name (BLOCK LETTERS) _____
 Qualification _____

(c) Not required where dealing attested by Notaries Public, etc. (d) In power deed to be signed by one of the persons referred to in note (a).



M.P.D.

(b) Here insert any endorsements, including corrections, to the original instrument, to be recorded. Endorsements and corrections must comply with section 12 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1/2 inch and other margins of 3/8 inch shall be observed. Each additional sheet must be signed by the parties and the attesting witnesses.

full and free right, as appurtenant to the land comprised in Certificate of Title Volume 10955 Folio 177, to pass and repass with or without horses and all other animals carts carriages motors and other vehicles or any of them over all that piece of land shown as "Right of Way 1.8 Wide & Var:" on the Plan annexed to Transfer No. P552420 From Albert Howard Saddler to the said Brian Allan Major and Dinah Kim Major.

Dated at Sydney this 5th day of December 1995

(b) Further proof of execution will not be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transfer is known:
 Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissionaire in the Defence Force of the Commonwealth of Australia, commissioner for taking oaths, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;
 Where executed in any part of the Commonwealth of Australia or its Territory or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in that part, Governor, Commissioner Resident, Chief Secretary or Registrar of Titles of the State;
 Where executed in foreign country — an Australian or British Consular Officer performing his functions in that country, consular officer in the Defence Force of the Commonwealth of Australia, commissioner for taking oaths, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(c) Except in relation to a mortgage, Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or other person by his own hand, which should be typewritten or printed below his signature, and not that of his firm. Any person liable to be so named should be named in the particulars provided by section 117.

(d) May be witnessed by any competent person not being a party to the dealing.

(b) Signed in my presence by the transferor who is personally known to me

[Signature]
 Signature of witness
R. S. WARD
 Name of witness (BLOCK LETTERS)
Solicitor
 Qualification of witness

X E. A. Saddle
 Transferor


(c) Signed in my presence by the transferee who is personally known to me

[Signature]
 Signature of witness
A. M. BIR
 Name of witness (BLOCK LETTERS)
Solicitor
 Address of witness

(d) Accepted and certified correct for the purposes of the Real Property Act, 1900.

[Signature]
 Transferor

DEPARTMENT OF JUSTICE
 TRANSFER *of part of Right of Way*
 P. 555596
 TO BE COMPLETED BY LODGING PARTY
 Lodged by: **RONALD J. CURRY & CO. SOLICITORS**
 Address: **8 BRIDGE STREET SYDNEY**
 Phone No.: **272434**
 Documents lodged herewith
 1. *CT V6 INV 12/4/76*
 2. _____
 3. _____
 4. _____
 5. _____

Checked *1*
 Passed *1*
 Signed *[Signature]*
 REGISTERED
 20-4-1976
[Signature]

 Registrar General

Received Documents *1*
 Receiving Clerk *[Signature]*

AUTHORITY FOR USE OF INSTRUMENT OF TITLE
 Authority is hereby given for the use of _____
 (insert reference to certificates, grants or dealings) lodged
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)
 Signature _____
 Name (BLOCK LETTERS) _____

(*) Unless the instrument of title has been lodged by the person lodging the dealing, or he has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the will's dealing)
 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 dealing.
 Signed at _____
 the _____ day of _____ 19____
 Signature of attorney _____
 Signature of witness _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19____
 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 _____

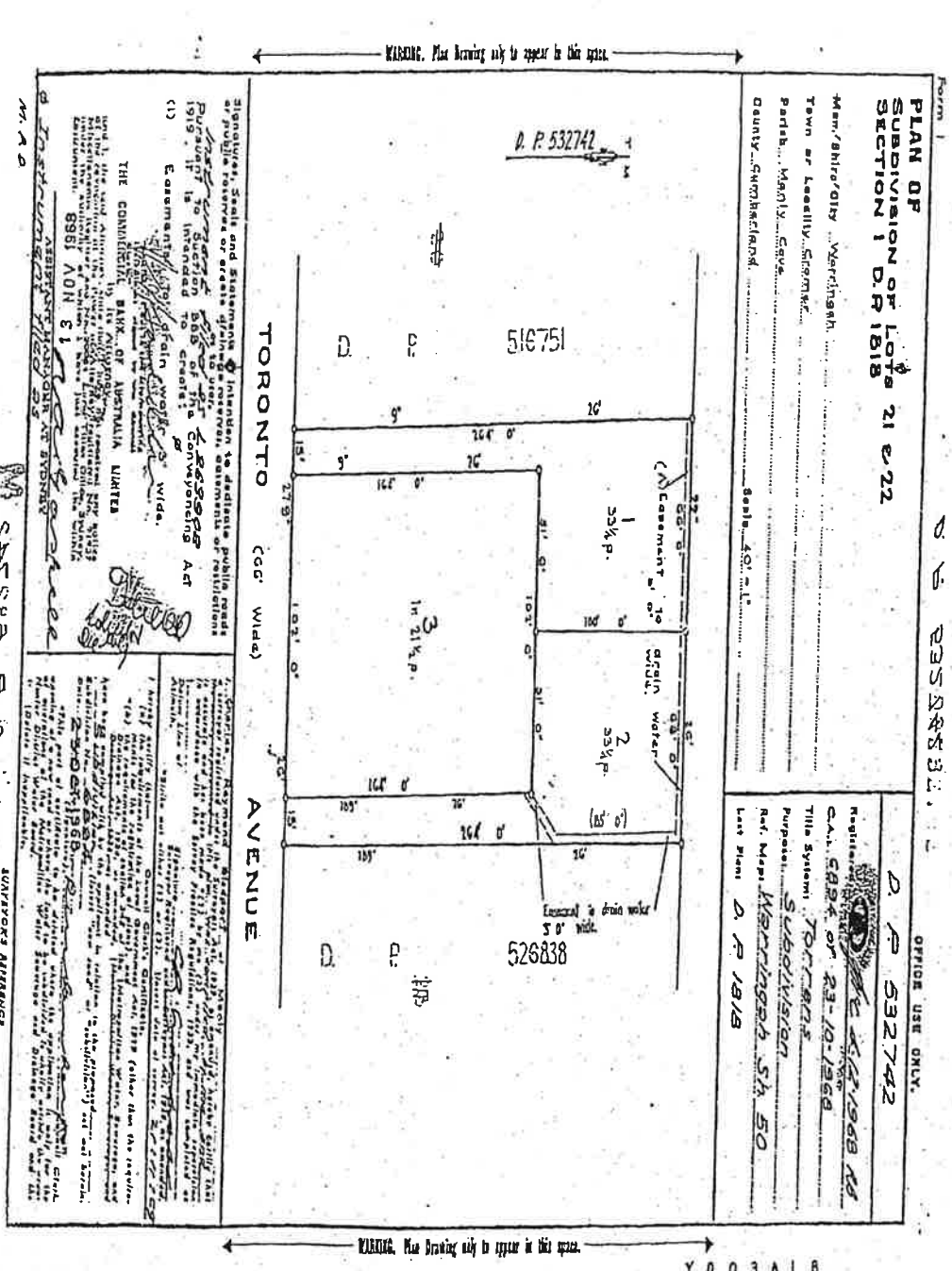
 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.
 Signature _____
 Name (BLOCK LETTERS) _____
 Qualification _____

(a) Not required where dealing attested in accordance with rule (b). In other cases to be signed by one of the persons referred to in rule (a).



M.P.D.

q: RP828967 /Doc: DP 0532742 P /Rev: 29-Oct-1992 /Sts: OK.OK/Prt: 12-Sep-2002 08:09 /Pgs: 1
 ef: A /Src: F



PLAN OF SUBDIVISION OF LOTS 21 & 22 SECTION 1 D.P. 1818

Map/Sheet/City: Markham
 Town or Locality: Markham
 Parish: Markham
 County: York

OFFICE USE ONLY.

D.P. 532742

Registered under the Act of 1908 No. 424
 C.A. 5824 of 23-10-1968

This System: **TORONTO**

Purpose: **SUBDIVISION**

Ref. Maps: **Markham S/S 50**

Last Plan: **D.P. 1818**

Statutes, Seals and Statements Intention to dedicate public roads or public reserves or create rights of reserve, easements or restrictions Pursuant to Section 23 of the Conveyancing Act 1919. If it is intended to create (1) Easements Top of Main Water 25% Wide.

THE COMMERCIAL BANK OF AUSTRALIA LIMITED

Head Office: 100 Market Street, Melbourne, Victoria, Australia
 Branch: 100 Market Street, Melbourne, Victoria, Australia
 8861 VON 61

General Provisions

1. The boundaries of the lots shown on this plan shall be as shown on the plan and shall not be affected by any error or omission in the plan or by any error or omission in the survey or by any error or omission in the registration of this plan.

2. The boundaries of the lots shown on this plan shall be as shown on the plan and shall not be affected by any error or omission in the plan or by any error or omission in the survey or by any error or omission in the registration of this plan.

3. The boundaries of the lots shown on this plan shall be as shown on the plan and shall not be affected by any error or omission in the plan or by any error or omission in the survey or by any error or omission in the registration of this plan.

I, Jack Hayward Watson, Notary Public, do hereby certify that the above is a true and correct copy of the original plan as shown to me by the Registrar General on the 12th day of June, 1976.

Jack Hayward Watson

FEET	INCHES	METRES
1	0	0.3048
2	0	0.6096
3	0	0.9144
4	0	1.2192
5	0	1.5240
6	0	1.8288
7	0	2.1336
8	0	2.4384
9	0	2.7432
10	0	3.0480
11	0	3.3528
12	0	3.6576
13	0	3.9624
14	0	4.2672
15	0	4.5720
16	0	4.8768
17	0	5.1816
18	0	5.4864
19	0	5.7912
20	0	6.0960
21	0	6.4008
22	0	6.7056
23	0	7.0104
24	0	7.3152
25	0	7.6200
26	0	7.9248
27	0	8.2296
28	0	8.5344
29	0	8.8392
30	0	9.1440
31	0	9.4488
32	0	9.7536
33	0	10.0584
34	0	10.3632
35	0	10.6680
36	0	10.9728
37	0	11.2776
38	0	11.5824
39	0	11.8872
40	0	12.1920
41	0	12.4968
42	0	12.8016
43	0	13.1064
44	0	13.4112
45	0	13.7160
46	0	14.0208
47	0	14.3256
48	0	14.6304
49	0	14.9352
50	0	15.2400
51	0	15.5448
52	0	15.8496
53	0	16.1544
54	0	16.4592
55	0	16.7640
56	0	17.0688
57	0	17.3736
58	0	17.6784
59	0	17.9832
60	0	18.2880
61	0	18.5928
62	0	18.8976
63	0	19.2024
64	0	19.5072
65	0	19.8120
66	0	20.1168
67	0	20.4216
68	0	20.7264
69	0	21.0312
70	0	21.3360
71	0	21.6408
72	0	21.9456
73	0	22.2504
74	0	22.5552
75	0	22.8600
76	0	23.1648
77	0	23.4696
78	0	23.7744
79	0	24.0792
80	0	24.3840
81	0	24.6888
82	0	24.9936
83	0	25.2984
84	0	25.6032
85	0	25.9080
86	0	26.2128
87	0	26.5176
88	0	26.8224
89	0	27.1272
90	0	27.4320
91	0	27.7368
92	0	28.0416
93	0	28.3464
94	0	28.6512
95	0	28.9560
96	0	29.2608
97	0	29.5656
98	0	29.8704
99	0	30.1752
100	0	30.4800

97-15CB



CHANGE OF BY-LAW

Strata Titles Act 1973
Real Property Act 1900



(A) COMMON PROPERTY REFERENCED TO

FILED

(B) LODGED BY - 2 MAR 2001

TIME: 1:20

CP/SP58455 **B**

L.T.O. Box 7845	Name, Address or DX and Telephone STOREY DR & COACH 10x 28337 PARAMATTA	CB
REFERENCE (max. 15 characters): 000016		

(C) THE PROPRIETORS of STRATA PLAN 58455 certify that pursuant to a resolution passed on 6.9.2000 and in accordance with the provisions of section 47 of the Strata Schemes Management Act, 1996 and section 58127-182 (2) of the Strata Titles Act 1973 / Order No. of the Supreme Court of New South Wales / Order No. of the Strata Titles Board, the by-laws are changed as follows:

(D) ~~REPEALED BY-LAW~~ No. _____
~~INSERTED / ADDED BY-LAW~~ No. TWO

A. The owner for the time being of Lot 1 shall be responsible for the proper maintenance, insurance and keeping in a state of good and serviceable repair painting and replacement of all buildings and appurtenances and any future additions comprised in Lot 1; AND

to the extent not prohibited by the Strata Schemes Management Act 1996, this By-Law shall, while it remains in force inure appurtenant to and for the benefit of Lot 2 and the owner and occupiers thereof for the time being and all persons duly authorised by them from time to time.

B. The owner for the time being of Lot 2 shall be responsible for the proper maintenance, insurance and keeping in a state of good and serviceable repair, painting and replacement of all buildings and appurtenances and any future additions comprised in Lot 2; AND

to the extent not prohibited by the Strata Schemes Management Act, 1996, this By-Law shall while it remains in force inure appurtenant to and for the benefit of Lot 1 and the owner and occupiers thereof for the time being and all persons duly authorised by them from time to time.

(E) The Common Seal of The Proprietors - Strata Plan No. 58127 58455 was affixed on 14.11.2000 in the presence of

[Signature]
 Signature of Witness
JAMES R. LANCHESTER.
 Name of Witness - BLOCK LETTERS

being the person authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



[Signature] J.A. BELL
[Signature] J.A. BELL
[Signature] D.M. ROSENWELDT

[Signature]

COUNCIL'S CERTIFICATE (s. 66(5))

I certify that the Council of has approved the change of by-laws set out herein.
DATE
APPLICATION No.
.....
Authorised Officer

INSTRUCTIONS FOR COMPLETION

1. This form must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages must be signed by the person witnessing the affixing of the seal of the body corporate.
4. The following instructions relate to the marginal letters on the form.

(A) COMMON PROPERTY REFERENCE TO TITLE

Show the Reference to Title of the common property, for example "CP/SP12345" or "Volume 12345 Folio 111".

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

(C) STRATA PLAN

Show the number of the Strata Plan, the date on which the resolution was passed, the relevant section of the Strata Titles Act 1973 and if appropriate the Supreme Court Order number. The following may be used as a guide:

A change of by-laws pursuant to section 58 (2) of the Act is one which does not create rights of exclusive use and enjoyment of, or special privileges in respect of, common property.

A change of by-laws pursuant to section 58 (11) of the Act is one which changes the terms of an order of a Strata Titles Board having the effect of a by-law and must accordingly be made pursuant to a unanimous resolution.

A change of by-laws pursuant to clause 15 of Schedule 4 of the Act is one which confirms rights of exclusive use and enjoyment of, or special privileges in respect of, common property where such rights were in existence (either pursuant to a resolution of the body corporate or a former by-law) prior to 1st July, 1974. The new by-law must indicate how it may be amended, added to or repealed.

Where the initial period has expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 allows a body corporate, with the consent in writing of a proprietor and pursuant to a unanimous resolution, to make a by-law conferring on that proprietor the exclusive use and enjoyment of, or special privileges in respect to, common property, or by special resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

Where the initial period has not expired, a change of by-laws pursuant to section 58 (7) of the Strata Titles Act 1973 must be authorised by the Supreme Court of New South Wales or the Strata Titles Board: see section 66 (1). The Supreme Court or Strata Titles Board Order number must be shown at note (C).

A by-law made pursuant to sections 66(3) and 58(7) of the Strata Titles Act 1973, before the initial period has expired, confers a right to park a vehicle on part of the common property. This section only allows the addition of a by-law and the Council's Certificate must be completed.

The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law, in which case the plan must comply with the appropriate Real Property Act Regulations.

(D) REPEALED/INSERTED/ADDED BY-LAW NUMBER

By-laws additional to those already operating should be numbered consecutively commencing with the number next after the number allotted to the last by-law. Amendment of a by-law is effected by fully repealing the existing by-law and substituting the new by-law in the terms required.

(E) EXECUTION

The common seal of the body corporate must be affixed in the presence of the person(s) authorised by section 55 of the Strata Titles Act 1973 to attest the affixing of the seal. Show the number of the Strata Plan and the date on which the common seal was affixed. The appropriate section should be completed by the attesting witness.

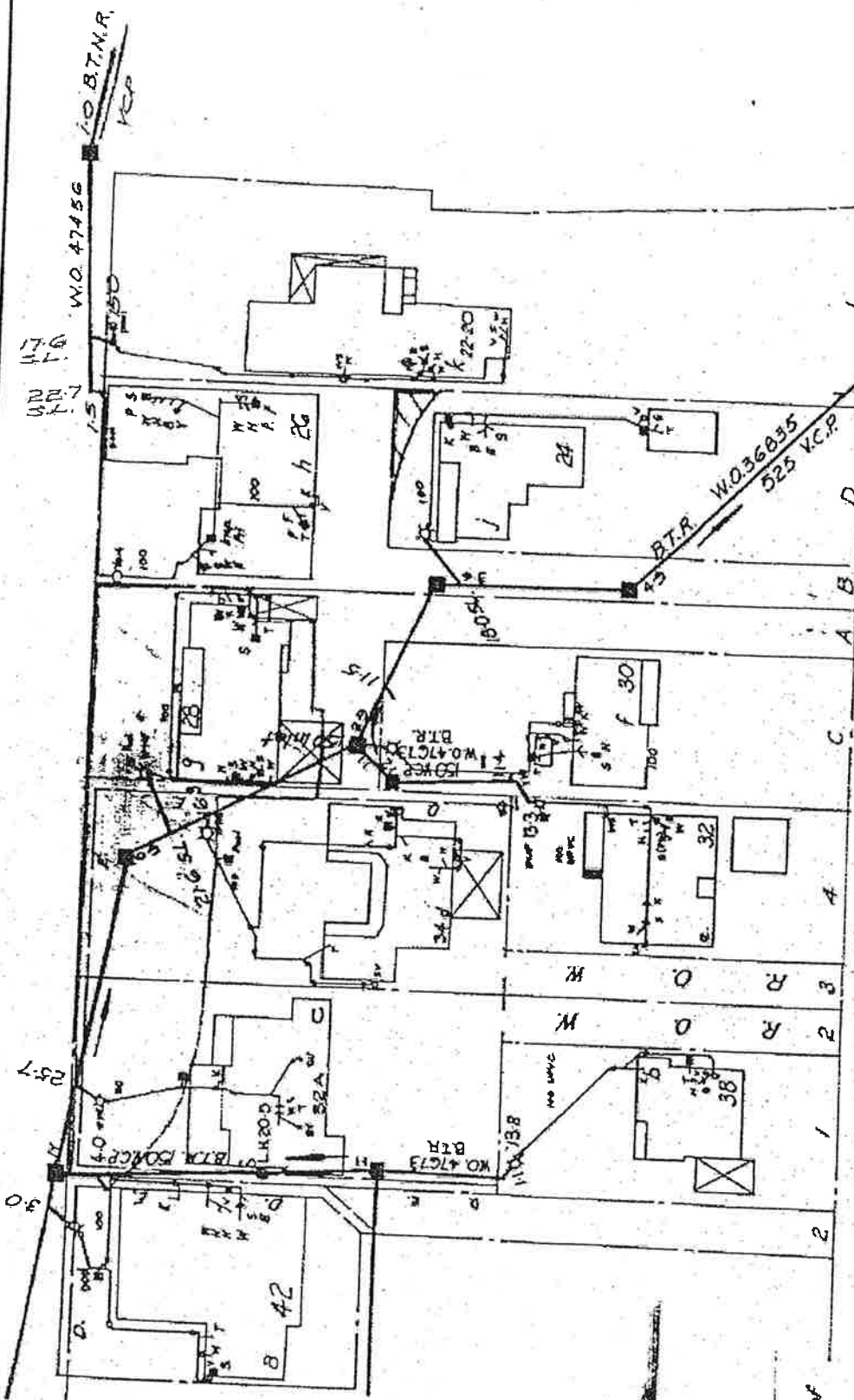
(F) COUNCIL'S CERTIFICATE

The Certificate must be completed when a by-law is made pursuant to sections 66(3) or 58(7) before the initial period has expired.

The completed dealing must be lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the relevant Certificate of Title for the Common Property.

If you have any questions about filling out this form, please call (02) 228-6666 and ask for Customer Services Branch.

NO. 0476222



W.O. 47478
W.O. 47479
W.O. 47480

AVE.

(Cromer)

TORONTO

Abt. 40 from prol. of Carrington Ave

SEWERAGE SERVICE SHEET
Municipality of Markham

Scale 1:500
Distances/Offsets in metres;
Pipe diameters in millimetres

for House Services Engineer

SYMBOLS AND ABBREVIATIONS

Boundary Trap	IT	Induct Pipe
Inspection Shaft	IF	Misc Flap
Manhole	M	Tubs
Grease Interceptor	K	Kitchen Sink
Gully	W	Water Closet
P Trap	B	Bath Waste
Reflex Valve	H	Handbasin
Clearing Eye	S	Shower
Vert Vertical Pipe	WIP	Wrought Iron Pipe
Vent Pipe	CIP	Cast Iron Pipe
Soft Vent Pipe	F	Floor Waste
Down Down Gowl	M	Washing Machine

PLUMBING

Supervised by _____ Date _____

Inspector _____

SEWER AVAILABLE
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the availability of the drain in relation to the eventual position of the Board's Sewer.

BRANCH OFFICE

Date _____

Outlet _____

Drain _____

Plumber _____

Boundary Trap _____

It is not necessary to see sewer lines

DRAINAGE

Supervised by _____ Date _____

Examined by _____

Chief Inspector _____

Tracing Checked _____

8-4-78 J. 18-7-78. C. 12-200 F. 19-281 e. 23-6-83

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Date Printed: 26 September 2012

Certificate Number: PLC2012/3579

Applicant Reference: Georgia/Pat



Receipt Number: 100173396

**The Conveyancing Practice
88 Warringah Road
NARRAWEENA NSW 2099**

Property Address: 1/42 Toronto Avenue CROMER NSW 2099

Legal Description: Lot 1 SP 58455

Property ID: 150022

1. *Names of relevant planning instruments and DCPs.*
- 1.1 *The name of each environmental planning instrument that applies to the carrying out of development on the land.*

Warringah Local Environmental Plan 2011

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

- 1.2 *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 the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*

Draft State Environmental Planning Policy (Competition) 2010

- 1.3 *The name of each development control plan that applies to the carrying out of development on the land.*

Warringah Development Control Plan

- 1.4 *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

2. Zoning and land use under relevant LEPs

- 2.1 *Zoning and land use under Warringah Local Environmental Plan 2011*

(a) *The land is identified by Warringah Local Environmental Plan 2011 as being within the following zone.*

LEP - Land zoned R2 Low Density Residential

(b) *The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.*

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) *The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.*

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(d) *The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.*

Refer to extract of Warringah Local Environmental Plan 2011 (attached)



(e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

2.2 *Draft Local Environmental Plan – if any*

Nil

3. *Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. *Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.*

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. *Information relating to beaches and coasts*

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to emergency coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No



(2) (a) *Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).*

No

(2) (b) *if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.*

No

(3) *such information (if any) as is required by the regulations under section 56B of the Coastal Protection Act 1979 to be included in the planning certificate and of which the council has been notified pursuant to those regulations.*

Not Applicable

4B. Annual Charges for coastal protection services under Local Government Act 1993

Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

5. Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961

No

6. Whether or not the land is affected by any road widening or road realignment under:-

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-

(a) as adopted by Council

No

(b) 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.

No

7A. Flood related development controls information

(a) Whether or not development on that 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.

No

(b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No



**Section 149 (2&5) Environmental Planning and
Assessment Act, 1979 (As Amended)**

(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

No

9. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2011 (adopted 28 June 2011 effective 1 July 2011). Please contact Council's Planning and Assessment Counter for more information.

- 9A. *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director –General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

No

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

13. *Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).*

No

14. *Is there 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?*

No

15. *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

a copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 18(2) of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*



No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (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?

No

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.



Under The Provisions of Section 149(5) of the Environmental Planning and Assessment Act.

1. (a) *Whether any instrument or resolution of Council varies or proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Certificate under section 149(2):-*

Council has resolved to prepare Planning Proposals (under Section 55 of the *Environmental Planning and Assessment Act 1979*) as described in the table below.

Date of Council Resolution	Outline of Planning Proposal	Land to which Planning Proposal applies
14 February 2012	Amends WLEP 2011. Rezone land from RE2 Private Recreation to R2 Low Density Residential and part RE1 Public Recreation.	26 Campbell Avenue, Cromer. (Lot 61 DP611195)
28 February 2012	Amends WLEP 2011. Reclassify portion of public car park from "community land" to "operational land" for the purposes of the <i>Local Government Act 1993</i>.	Part of Collaroy Beach car park. (Part of Lot 1 DP 346265)
27 March 2012	Amends WLEP 2011. Rezone land from IN1 General Industrial to B5 Business Development.	638 Pittwater Road, Brookvale and adjoining portion of Charlton Lane. (Lot 1 DP 1001963)
27 March 2012	Amends WLEP 2000 and WLEP 2011. Rezone land from B2 Oxford Falls Valley Locality (WLEP 2000) to R2 Low Density Residential (WLEP 2011).	Land in the vicinity of Dawes and Perentie Roads, Belrose.

(c) *Whether the land or any item on the land is affected by an order under section 24 or section 25 of the Heritage Act 1977*

No

(d) *Is the land subject to Councils interim policy and interim guidelines for development and use of the land likely to be affected by 1:100 year flood – Development and subdivision applications may be subject to the floor affected controls.*

No

(e) *Is the land subject to Councils resolution of 26th August 1997. Assessment of Development applications will be made by reference to the Collaroy/Narrabeen Coastline Management Plan- Development Guidelines for Collaroy/Narrabeen Beach.*

No

2. *Threatened Species.*

(a) *Does this land have the potential to contain one or more of the following endangered or vulnerable ecological communities as described in the final determination of the scientific committee to list the ecological communities under Part 3 of Schedule 1 and Part 2 of Schedule 2 Threatened Species Conservation Act 1995(NSW)?*

*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*

No

(b) *Is this land known to contain threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under part 1 of Schedule 1 and part 1 of Schedule 2 Threatened Species Conservation Act 1995 (NSW)?*

No



3. *Does Council's Protection of Waterways and Riparian Land Policy apply to the land?*
No
4. (a) *Is this land affected by Council's geotechnical assessment of Queenscliff headland?*
No
- (b) *Is the land identified as having specific potential geotechnical hazards?*
No



Section 149 (2&5) Environmental Planning and Assessment Act, 1979 (As Amended)

Additional Information:

- a. **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 bushfire matters. Contact NSW Rural Fire Service.**
- b. **Many Aboriginal objects are found within the Local Government Area of Warringah. It is prudent for the purchaser of land within such area to make enquiry of the Director-General of National Parks and Wildlife whether he/she is aware of any Aboriginal objects on the subject land or whether the land has been declared as an Aboriginal place under the National Parks and Wildlife Act 1974 (NSW). Such Director-General has wide powers to prevent the carrying out of work on land which is likely to significantly affect an Aboriginal object or Aboriginal place.**
- c. **Information available to Council indicates properties within the catchments of Dee Why CBD, Manly Lagoon and Middle Creek may be flood affected. This includes the suburbs of Narraweena, Dee Why, Cromer, Ingleside, Brookvale and Oxford Falls. Council's Natural Environment Unit can be contacted for further information.**
- d. **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.**

The advice above is provided in good faith and the Council shall not incur any liability in respect of any such advice.



Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.

N.V.

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL



**ATTACHMENT 'A'
ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT**

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.



Aims to encourage the provision of housing (including residential care facilities) that will:

- (a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- (b) Make efficient use of existing infrastructure and services, and
- (c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 - Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 – Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.



EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

This Agreement is in 2 parts:

PART 1 Page 1
Part 1 - Sets out the terms of the agreement.
Part 2 - Contains the condition report in respect of the residential premises.
IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the "The Renting Guide: A guide for landlords and tenants". That book explains both parties' rights and obligations under this agreement.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

TERMS OF AGREEMENT

 THIS AGREEMENT is made on 05/04/08 at 14 FRENCHS FOREST ROAD FRENCHS FOREST NSW 2086 N.S.W.

BETWEEN LANDLORD

Name/s	<u>Greg Hughes & Suzanne Moody</u>	A.B.N.	<u>N/A</u>
Address	<u>C/- SKYLINE REAL ESTATE PTY LTD</u>		
Name of landlord's agent	<u>Skyline Real Estate Pty Ltd</u>	A.B.N.	<u>28 003 776 985</u>
Address	<u>Suite 3-7 14 Frenchs Forest Road FRENCHS FOREST 2086</u>		

AND TENANT

Name/s Simon Hillier & Julia Nicola
 Other people who will ordinarily live at the premises may be listed here (cross out if not needed):

PREMISES

The landlord gives the tenant the right to occupy the premises at

42A Toronto Ave. Cromer 2099

 and the following parking space and storeroom (cross out if not needed): Open Car Space
The premises are unfurnished

(cross out whichever is not needed)

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

RENT

 The rent is \$2238.00 payable every Month starting on 05.04.08

 The tenant must pay in advance on the 5th Day of every Month

The rent must be paid:

- a. to the landlord, or the landlord's agent, at NO CASH IS ACCEPTED; or
- b. at any other reasonable place the landlord names in writing; or
- c. into the following account NAB RENT TRUST BSB: 082 132 ACCT: 45947 0081
 or any other account nominated by the landlord.

Payment must be made by the following method (e.g. in cash, by cheque, by bank account deposit or by any other method agreed to and set out here)

RENT CARD
TERM

 The term of this agreement is 12 Months, beginning on 05.04.08
 and ending on 05.04.09
CONTINUATION

At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND (cross out if there is not going to be a bond)

 A rental bond of \$2060.00 must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

Tradesperson/s (see "URGENT REPAIRS", clauses 16 and 17)

HOT WATER: EMERGENCY HOT WATER - 9718 6177
PLUMBER: BROCK'S PLUMBING - 0418 672 873
ELECTRICAL: DUNCAN SKENE - 0413 031 450



RESIDENTIAL TENANCY AGREEMENT

(Where tenancy is for a term of three years or less)

FM00402



PART 1 Pages 2 to 9

This Agreement is in 2 parts:

Part 1 – Sets out the terms of the agreement.

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

THE AGREEMENT

1. The landlord agrees to give the tenant:

- 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
- 1.2 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

RENT

2. The tenant agrees to pay rent on time.

3. The landlord agrees to provide a receipt for any rent paid to the landlord or to ensure that the landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the landlord agrees only to make the receipt available for collection by the tenant or to post it to the tenant. (The landlord is not required to provide or make available a receipt if rent is paid into the landlord's account.)

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

4. The landlord agrees to pay:

- 4.1 Council rates; and
- 4.2 for water, other than water that the tenant has agreed to pay for under clauses 5.3 and 5.4 of this agreement; and
- 4.3 land taxes; and
- 4.4 the cost of installing any meters to measure the supply of water, electricity or gas; and
- 4.5 charges under any other Act for the residential premises.

5. The tenant agrees to pay:

- 5.1 for electricity; and
- 5.2 for gas; and
- 5.3 for excess water; and
- 5.4 any other charge for water set out in the additional terms of this agreement if the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable; and
- 5.5 any excess garbage or sanitary charges; and
- 5.6 any charges for pumping out a septic system.

POSSESSION OF THE PREMISES

6. The landlord agrees:

- 6.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed; and
- 6.2 there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

7. The landlord agrees:

- 7.1 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; and
- 7.2 that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

USE OF THE PREMISES

8. The tenant agrees:

- 8.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and
- 8.2 not to cause or permit a nuisance; and
- 8.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

LANDLORD'S ACCESS TO THE PREMISES

9. 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:

- 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
- 9.2 if the Consumer, Trader and Tenancy Tribunal so orders; or
- 9.3 if there is good reason for the landlord to believe the premises are abandoned; or
- 9.4 to inspect the premises, if the tenant gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months); or
- 9.5 to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion; or
- 9.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion; or
- 9.7 to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement); or
- 9.8 to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 days' notice on each occasion, or
- 9.9 if the tenant agrees.

10. If a person has power to enter the residential premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement the person:

- 10.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees; and
- 10.2 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.

11. 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.

CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

12. The landlord agrees:

- 12.1 to make sure the residential premises are reasonably clean and fit to live in; and
- 12.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.

13. The tenant agrees:

- 13.1 to keep the residential premises reasonably clean; and

- 13.2 to notify the landlord as soon as practicable of any damage to the premises; and
- 13.3 not to intentionally or negligently cause or permit any damage to the premises; and
- 13.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.

NOTE: The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

- a the agreement is a renewed agreement; and
- b the landlord and tenant have agreed that clause 28 of this agreement applies; and
- c a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

14. The tenant agrees:

- 14.1 not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission; and
- 14.2 not to remove, without the landlord's written permission, any fixture attached by the tenant; and
- 14.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant; and
- 14.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

15. The landlord agrees to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

URGENT REPAIRS

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

- 16.1 the damage was not caused as a result of a breach of this agreement by the tenant; and
- 16.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage; and
- 16.3 the tenant gives the landlord a reasonable opportunity to make the repairs; and
- 16.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs; and
- 16.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons; and
- 16.6 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.

17. The type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:

- 17.1 a burst water service; or
- 17.2 a blocked or broken lavatory system; or
- 17.3 a serious roof leak; or
- 17.4 a gas leak; or
- 17.5 a dangerous electrical fault; or
- 17.6 flooding or serious flood damage; or
- 17.7 serious storm or fire damage; or
- 17.8 a failure or breakdown of the gas, electricity or water supply to the premises; or
- 17.9 a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or

17.10 any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s (complete details here or page 1):

LOCKS AND SECURITY DEVICES

18. The landlord agrees:

- 18.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure; and
- 18.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the tenant agrees; and
- 18.3 to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

19. The tenant agrees:

- 19.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the landlord agrees; and
- 19.2 to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

SMOKE ALARMS

19A. The landlord agrees:

- 19A.1 to install any smoke alarms that are required by law to be installed on the residential premises, and
- 19A.2 not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 19A.3 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

19B. The tenant agrees:

- 19B.1 not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 19B.2 if any such smoke alarm has a replaceable battery (other than a backup battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 19B.3 to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

20. The tenant agrees to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

RIGHT TO ASSIGN OR SUB-LET

21. A tenant may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.
22. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

LANDLORD'S CHANGE OF ADDRESS

23. The landlord agrees:

- 23.1 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
- 23.2 if the name 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 or business address, as appropriate, within 14 days; and
- 23.3 if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

CHANGE OF ADDRESS OF CERTAIN TENANTS

24. The tenant (who is a corporation other than a statutory corporation) agrees, if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

25. 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

26. 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

27. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

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

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 1987 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 ABOUT WATER (Cross out this clause if not applicable)

29. The Tenant agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

TENANTS CARE AND USE OF THE PREMISES

30. Further to clause 13, the tenant agrees:

- 30.1 To clean the premises regularly with special attention to the kitchen, bathroom and appliances;
- 30.2 To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 30.3 To wrap up and place garbage in a suitable container;
- 30.4 To keep the grounds and garden tidy and free of rubbish;
- 30.5 To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 30.6 To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord;
- 30.7 To keep no animals or birds on the premises without prior written consent of the landlord;
- 30.8 To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; (A copy of which policy will be made available to the tenant upon request); and
- 30.9 To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests.

TELEPHONE SERVICE

31. The tenant agrees:

- 31.1 To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 31.2 To compensate the landlord as soon as possible for any reconnection expenses incurred as a result of the tenant's actions or omissions;
- 31.3 To sign and deliver a transfer of the service to the landlord or as they may direct on termination of the agreement.

RENTAL BOND

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

OCCUPANTS

33. The tenant agrees:

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

TERMINATION

34. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.
35. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.
36. The landlord and the tenant agree that:
 - 36.1 Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and

- 36.2 The acceptance of or demand for rent or other money by the landlord after service of a termination notice does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.
- 36.3 It is a fundamental and essential term of this agreement that the tenant shall pay rent as and when it falls due and that the landlord shall be entitled to claim prospective damages for loss of future rent in the event of a termination of this agreement on the grounds of a breach of this condition.

NOTE ON TENANCY DATABASES

The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

STATUTES, BY-LAWS AND SPECIAL CONDITIONS – FLATS

37. The tenant agrees:

- 37.1 To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
- 37.2 Where the premises are subject to the Strata Schemes Management Act 1996, to observe and comply with the Strata Scheme By-laws set out in Schedule 1 of the agreement together with any other By-laws forming part of this agreement.
- 37.3 Where the premises are a flat (not subject to the Strata Schemes Management Act 1996) the tenant agrees to comply with clauses 1 to 5 (1), 6 to 13 and 15 to 17 of Schedule 1 of the agreement as if the words "an owner or occupier of a lot" and "owner or occupier" were replaced by the words "the tenant", the word "lot" with the word "flat", the words "common property" with the words "common area", the words "owners' corporation" with the word "landlord", the words "owner's lot" with the words "tenant's flat" and the words "executive committee" with the word "landlord".

SCHEDULE 1

STRATA SCHEMES BY-LAWS/SPECIAL CONDITIONS – FLATS

- By-law 1. Noise.** An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- By-law 2. Vehicles.** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners' corporation.
- By-law 3. Obstruction of common property.** An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- By-law 4. Damage to lawns and plants on common property.** An owner or occupier of a lot must not:
- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - use for his or her own purposes as a garden any portion of the common property.
- By-law 5. Damage to common property.**
- An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners' corporation.
 - An approval given by the owners' corporation under subclause (1) cannot authorise any additions to the common property.

- This by-law does not prevent an owner or person authorised by an owner from installing:
 - any locking or other safety device for protection of the owner's lot against intruders, or
 - any screen or other device to prevent entry of animals or insects on the lot, or
 - any structure or device to prevent harm to children.
- 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.
- Despite section 62, the owner of a lot must 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.

By-law 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.

By-law 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.

By-law 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.

By-law 9. Depositing rubbish and other material on common property. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10. Drying of laundry items. An owner or occupier of a lot must not, except with the consent in writing of the owners' corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners' corporation for the purpose and there only for a reasonable period.

By-law 11. Cleaning windows and doors. An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

By-law 12. Storage of inflammable liquids and other substances and materials.

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

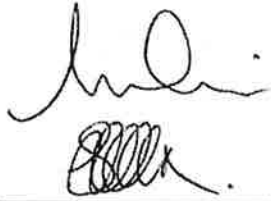
ANNEXURE TO LEASE

BETWEEN HUGHES & MOODY AND HILLIER & NICOLA
DATED THE 05TH DAY OF APRIL 2008

The landlord is entitled to reimbursement from the bond where damage has occurred other than fair wear and tear. Your particular attention is drawn to the following matters:

- 1) The lease requires that the home be regularly maintained and kept in a fit and proper condition. It is therefore not sufficient to leave cleaning until the date you vacate. Special attention should be paid to the following on a regular basis:
 - a) The kitchen bench tops must not be used for cutting or for very hot pans.
 - b) Bathroom tiles must be kept clear of mould and build up of soap.
 - c) The oven, griller and hotplates must be kept clean to prevent a build up of grease.
 - d) Ventilation fans, where installed, should be used at all times and cleaned when required. Ceilings above stoves and in the bathrooms washed down regularly.
 - e) Mould can be a problem here in Sydney sometimes, so it is your responsibility to keep the walls and ceilings washed down with a suitable anti-mould preparation and to report to us any serious mould problems. Rooms must be sufficiently aired to prevent the buildup of mildew.
 - f) Marks and stains on carpets must be removed immediately before any permanent damage occurs. Please do not use any detergents which may discolour the carpet. If necessary, a professional carpet cleaner should be engaged and carpets must be steam clean by a professional and receipts provided at the end of the tenancy.
 - g) Nothing should be adhered, nailed into or screwed into any wall or door without written approval of the landlord. It is our experience that when motifs, posters and the like are removed, wall paint and plaster damage may occur and the tenant will be held responsible
 - h) Oil spills to be cleaned and removed from car spaces/carports/garages
- 2) We recommend tenants use furniture cups to prevent the carpet from being stained by wooden furniture. Furniture stains are permanent and can not be removed with steam cleaning.
- 3) In accordance with the lease, any damage, malfunction or problem should be reported (in writing) immediately to this office.
- 4) The tenant is responsible for repairs to the unblocking of drains due to misuse.
- 5) Cleaning tablets are not to be used in the dishwasher. Any problems or faults caused by the use of dishwasher tablets will be billed to the tenant.
- 6) We carry out regular inspections at the property, and written notice will be sent to you.
- 7) Should the tenant vacate the property prior to the expiration of this Lease Agreement, then the tenant agrees to pay the following charges:
 - One (1) weeks rent as a letting fee + GST
 - All rent until a new tenant is found to the satisfaction of the Agent and a new lease commenced
 - A \$16.50 Lease Preparation fee
 - All advertising costs to be paid upon invoice
- 8) Accounts for "Water Usage" from Sydney Water are payable by the tenant. Please pay within 7 days upon presentation of the invoice. We advise tenants to report all water leaks.
- 9) The tenant will be responsible for the maintenance of lawns, gardens and edges. Gardens are to be weeded and lightly pruned on a regular basis where necessary to keep them tidy at all times.

- 10) Carpets are to be steam cleaned at the end of the tenancy. A copy of the invoice must be produced to the agent prior to bond release. We recommend carpets to be cleaned and deodorised once a year. We use Billy Brown Cleaning. Ph. 0425 274 019 (Ray)
- 11) The tenant is responsible for replacing all light bulbs.
- 12) Pets- Written permission must be obtained and the following conditions apply
- I. Any house or garden **damage** caused by the pet must be reported and rectified immediately at the tenants expense. Holes dug by dogs and grass damaged is considered to be damage AND NOT WEAR AND TEAR.
 - II. The tenant agrees to **professionally fumigate for fleas** upon vacating the said premises and produce a copy of the invoice to the agent prior to bond release. No flea bomb cans accepted.
 - III. The tenant agrees to **professionally steam clean and deodorise** the carpets at the end of the tenancy with a special enzyme deodorizer. A copy of the invoice is to be provided to the agent prior to bond release. We recommend carpets to be cleaned and deodorised once a year by Billy Brown Carpet Cleaning – 0425 274 019 (Ray)
 - IV. The property must be cleaned of all **pet hair** at the end of the tenancy, including carpets and curtains.
 - V. The tenant agrees to take steps to address any complaints received from neighbours in relation to the barking and other disturbances.
 - VI. No consideration will be taken by the landlord to have the property sprayed for ticks or fleas during or after the tenancy whilst pets reside at the property.
- 13) Smoking is not permitted at any time in doors, due to safety reasons. If there is any evidence of smoking odour in the house at the end of tenancy the owner reserves the right to:
- a) Claim for the cost of damages
 - b) Have the property deodorized
 - c) Have all carpets steam cleaned
 - d) Painting of the inside of the property throughout
 - e) Renewal of fixtures
- 14) Though every care has been taken to ensure the premises are reasonably secure we ask all tenants to consider taking out their own contents insurance.
- 15) Rent cards are to be returned to Skyline Real Estate upon vacating or a fee (\$20) will be charged.
- 16) The tenant must fill in the Ingoing Condition Report in the "tenant agrees" column with "Y" (Yes) or "N" (No). You may add any further comments and return one copy (yellow) to our office within 7 days of lease commencement.
- 17) Rent payments are not to be paid directly at the bank. Only "rent card" phone payments and "internet transfer" are accepted
- 18) In compliance with the new legislation for SMOKE ALARM REGULATIONS, the tenant agrees:
- a) not to remove or interfere with the operation of a smoke alarm installed in the property
 - b) to be responsible for the maintenance of smoke alarms including testing and cleaning regularly. To clean, vacuum and remove dust particles. To test, depress a button on the outside of the alarm. The alarm should sound if working correctly.
 - c) to replace the batteries whenever necessary.
 - d) notify the agent immediately if you believe the alarm is not working correctly
 - e) to provide access to the property to install a smoke alarm if 2 days notice is given.
- 19) A breach of the tenancy agreement could result in the use and disclosure of your personal information for listing on a tenant database.

Handwritten signature of the Lessee, consisting of a cursive name and a scribbled mark below it.

Signature of Lessee

Signed for and on behalf of the Landlord

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

By-law 13. Moving furniture and other objects on or through common property. An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the 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.

By-law 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.

By-law 15. Garbage disposal.

An owner or occupier of a lot:

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

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

By-law 16. Keeping of animals.

- 1 Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners' corporation, keep any animal 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 lot or the common property.

By-law 17. Appearance of lot.

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

By-law 18. Notice - Board. An owners' corporation must cause a notice board to be affixed to some part of the common property.

By-law 19. Change in use of lot to be notified. An occupier of a lot must notify the owners' corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

NOTES

DEFINITIONS

1. In this agreement:

"**landlord**" means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns;

"**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;

"**regulations**" means regulations under the Residential Tenancies Act 1987;

"**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's heirs, executors, administrators and assigns.

NOTES ON ENDING THE TENANCY

2. The first step to end a tenancy is, almost always, for the landlord or the tenant to give a notice of termination. The tenancy ends when the tenant moves out, on or after the day specified in the notice, or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

NOTICES OF TERMINATION

3. 1 A notice of termination must:
 - a be in writing; and
 - b state the address of the rented premises; and
 - c be signed and dated; and
 - d allow the required period of time; and
 - e give the date the tenant intends to, or is requested to, move out on; and
 - f give the reasons for ending the agreement (if any); and
 - g be properly given.
- 2 If the notice is given by or on behalf of a landlord, the notice must state that "information about the tenant's rights and obligations can be found in the residential tenancy agreement".

HOW NOTICES ARE PROPERLY GIVEN

4. 1 A notice of termination given to a tenant may be:
 - a posted to the tenant's home; or
 - b given to the tenant personally; or
 - c given to a person aged over 16 who normally pays the rent; or
 - d given to a person aged over 16 at the premises to pass on to the tenant.
- 2 A notice of termination given to a landlord may be:
 - a posted to the landlord's address; or
 - b given to the landlord (or to the landlord's agent) personally; or
 - c posted or faxed to the landlord's agent's place of business; or
 - d given to a person aged over 16 who normally collects the rent.

WHEN AND HOW MUCH NOTICE CAN BE GIVEN?

5. 1 When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- 2 There are 2 types of agreements; "fixed term agreements" and "continuing agreements":
 - a a "**fixed term agreement**" is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement;
 - b a "**continuing agreement**" does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

HOW TO END A FIXED TERM AGREEMENT

6. A fixed term agreement may be ended for the following reasons, provided that a least 14 days' notice is given:
 - a if the tenant breaks one of the agreement's terms;
 - b if the tenant is more than 14 days in arrears of rent;
 - c if the landlord breaks one of the agreement's terms;
 - d if the landlord or tenant want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

HOW TO END A CONTINUING AGREEMENT

7. 1 Unlike fixed term agreements, the amount of notice that a tenant or a landlord must give to end a continuing agreement is not always the same.
- 2 A continuing agreement may be ended by a landlord in the following ways:
 - a without stating a reason (in which case at least 60 days' notice must be given);
 - b on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given);
 - c if the tenant breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- 3 A continuing agreement may be ended by a tenant:
 - a without reason (in which case at least 21 days' notice must be given); or
 - b if the landlord breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

VACANT POSSESSION

6. A notice of termination does not end the tenancy by itself. The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

WARNING

9. It is an offence for any person to obtain possession of the premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

RENT INCREASES

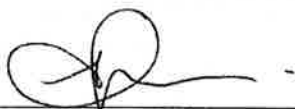
- 10. 1 The landlord cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- 2 The tenant must get notice in writing if the landlord wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the landlord and tenant subsequently agree to a lesser increase than in the notice, the landlord does not need to give a further 60 days' notice.
- 3 The tenant can apply to the Consumer, Trader and Tenancy Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.
- 4 If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of: A. JONES

(Name of witness)



(Signature of witness)





(Signature of landlord)

SIGNED BY THE TENANT

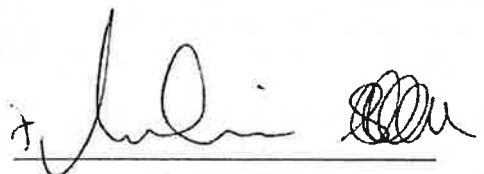
in the presence of: A. JONES

(Name of witness)



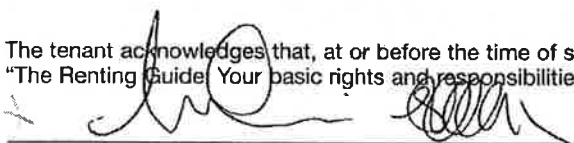
(Signature of witness)





(Signature of tenant)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of "The Renting Guide: Your basic rights and responsibilities as a tenant," as published by the NSW Office of Fair Trading.



(Signature of tenant)

WHERE TO GET HELP

ENGLISH

For information about this agreement or help with any tenancy problem telephone the Office of Fair Trading on 9377 9100 or 1800 451 301.

If you need an interpreter telephone 13 14 50 and the interpreter will contact the Office of Fair Trading for you.

ARABIC

وسائل الحصول على مساعدة

للمزيد من المعلومات عن هذه الاتفاقية أو لمساعدة في أية مشكلة تتعلق بالاستئجار اتصل هاتفياً بمكتب التجارة العادلة على أحد الرقمين: 9377 9100 أو 1800 451 301.

وإذا احتجت لمترجم على الهاتف اتصل على الرقم 13 14 50 ليقوم مترجم بالاتصال بمكتب التجارة العادلة نيابة عنك.

尋求協助

CHINESE

如欲獲得有關本協議的資料或任何有關租賃問題的協助，請致電公平貿易處，電話 9377 9100 或 1800 451 301。

如果您需要傳譯員的協助，請致電 13 14 50，傳譯員會代您聯絡公平貿易處。

GDJE SE MOŽETE OBRATITI ZA POMOĆ

CROATIAN

Za informacije o ovom sporazumu ili za pomoć oko bilo kakvog problema u svezi stambenih pitanja, nazovite Ured za pravedno poslovanje (Office of Fair Trading) na 9377 9100 ili 1800 451 301.

Ako trebate pomoć tumača, nazovite 13 14 50 i tumač će u Vaše ime nazvati Ured za pravedno poslovanje.

ΠΟΥ ΜΠΟΡΕΙΤΕ ΝΑ ΒΡΕΙΤΕ ΒΟΗΘΕΙΑ

GREEK

Για πληροφορίες σχετικά μ' αυτή τη συμφωνία ή για βοήθεια με οποιοδήποτε πρόβλημα ενοικίασης τηλεφωνήστε στο Γραφείο Θεμιτού Εμπορίου στο 9377 9100 ή 1800 451 301.

Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο 13 14 50 και ο διερμηνέας θα επικοινωνήσει με το Γραφείο Θεμιτού Εμπορίου για λογαριασμό σας.

A CHI RIVOLGERSI PER ASSISTENZA

ITALIAN

Per informazioni su questo contratto o per ottenere assistenza per qualsiasi problema in materia di affitto di un'abitazione, telefonate all'Office of Fair Trading al numero 9377 9100 oppure 1800 451 301.

Se vi serve un interprete, telefonate al numero 13 14 50 e l'interprete contatterà l'Office of Fair Trading per vostro conto.

កវន្តទទួលបានជំនួយ

KHMER

បើអ្នកចង់ដឹងបន្ថែមអំពីកិច្ចព្រមព្រៀងនេះ ឬចង់ទទួលបានជំនួយអំពីបញ្ហាណាមួយស្តីពីការជួលទីលំនៅ សូមទូរស័ព្ទទៅការិយាល័យការដោះស្រាយប្រធាន (Office of Fair Trading) លេខ 9377 9100 ឬ 1800 451 301។

ប្រសិនបើអ្នកត្រូវការអ្នកបកប្រែភាសា សូមទូរស័ព្ទលេខ 13 14 50 ដើម្បីស្វែងរកអ្នកបកប្រែភាសាសំខាន់ៗទាំងឡាយ ការិយាល័យការដោះស្រាយប្រធានស្រាប់តែទាក់ទងជាមួយ ការិយាល័យការដោះស្រាយប្រធានស្រាប់តែទាក់ទងជាមួយ។

도움을 받을 수 있는 곳

KOREAN

본 계약에 관해 정보가 필요하시거나 임차 문제로 도움이 필요하실 경우엔 9377 9100 또는 1800 451 301로 공정거래국 (Office of Fair Trading)에 전화하십시오.

통역이 필요하실 경우엔 13 14 50으로 전화하시면 통역사가 공정거래국에 전화해 드릴 것입니다.

ຈະຂໍຄວາມຊ່ວຍເຫຼືອໄດ້ຈາກໃຜ

LAOTIAN

ເພື່ອຂໍເອົາຂໍ້ມູນបន្ថែម ຂໍ້ສອບຖາມ ຫຼື ຫາລື ການຊ່ວຍເຫຼືອ ເລື່ອງບັນຫາການ ຈຳເລີນໃດໆ ຈົ່ງ ໂທສະລັບໜາ ຫອງການ ແຟສ ເທຣດິງ (Fair Trading) ຕາມເບີໂທສະລັບ ເລກ 9377 9100 ຫລື 1800 451 301.

ຖ້າທ່ານຕ້ອງການບາງພາສາ ຈົ່ງໂທສະລັບໜາເບີ 13 14 50 ເພື່ອນຳພາສາຈະມາຕິດຕໍ່ຫອງການ ແຟສ ເທຣດິງ ໃຫ້ທ່ານ.

КАДЕ МОЖЕТЕ ДА ДОБИТЕ ПОМОШ

MACEDONIAN

За информации во врска со овој договор или за помош во врска со било какви проблеми околу наемот, телефонирајте во Службата за праведна трговија (Office of Fair Trading) на 9377 9100 или на 1800 451 301.

Ако ви треба преведувач, телефонирајте на 13 14 50 и преведувачот ќе се јави во Службата за праведна трговија за вас.

FEJN TIKSEB L-GĦAJNUNA

MALTESE

Għal tagħrif dwar dan il-ftehim jew għajjnuna dwar kwalunkwe problema tal-kiri ċempel lil-Uffiċċju tan-Negozju bil-Fier (Office of Fair Trading) fuq 9377 9100 jew 1800 451 301.

Jekk għandek bżonn interpretu ċempel 13 14 50 u l-interpretu ser jikkuntattja l-Uffiċċju tan-Negozju bil-Fier għan-nom liegħek.

PERSIAN

مراجع دریافت کمک

برای گرفتن اطلاعات در باره این موافقتنامه و کمک در مورد هر مشکل مربوط به اجاره نشینی به دفتر معاملات عادلانه، شماره ۹۳۷۷ ۹۱۰۰ یا ۱۸۰۰ ۴۵۱۳۰۱ تلفن بزنید.

اگر مترجم لازم دارید به شماره ۱۳ ۱۴۵۰ تلفن کنید و یک مترجم از جانب شما با دفتر معاملات عادلانه تماس خواهد گرفت.

GDZIE MOŻNA UZYSKAĆ POMOC

POLISH

Po informację dotyczące tej umowy lub pomoc we wszelkich sprawach związanych z najmem zadzwoń do Urzędu Uzcziwego Handlu (Office of Fair Trading) pod numer 9377 9100 lub 1800 451 301.

Jeśli potrzebujesz pomocy tłumacza, zadzwoń pod numer 13 14 50, a tłumacz skontaktuje się z Urzędem Uzcziwego Handlu w Twoim imieniu.

ONDE OBTER AJUDA

PORTUGUESE

Para obter informações sobre este acordo ou ajuda com qualquer problema sobre inquilinato, telefone para o Office of Fair Trading (Repatrição de Comércio Equitativo) no número 9377 9100 ou 1800 451 301.

Se precisar do serviço de um intérprete, telefone para o número 13 14 50 e um intérprete contactará o Office of Fair Trading em seu nome.

ГДЕ МОЖЕТЕ ДА СЕ ОБРАТИТЕ ЗА ПОМОЋ

SERBIAN

За информације о овом уговору или помоћ око било каквих станарских проблема, назовите Службу за правилно пословање на 9377 9100 или 1800 451 301.

Ако вам је потребан тумач, назовите 13 14 50 и тумач ће за вас да контактира Службу за правилно пословање.

DÓNDE OBTENER AYUDA

SPANISH

Si desea información sobre este acuerdo o ayuda para cualquier problema de arriendo, llame a la Office of Fair Trading (Oficina de Prácticas Comerciales Equitativas) al 9377 9100 o al 1800 451 301.

Si necesita un intérprete llame al 13 14 50 y el intérprete contactará a la Office of Fair Trading de parte suya.

NEREDEN YARDIM ALABİLİRSİNİZ

TURKISH

Bu anlaşma hakkında bilgi veya herhangi bir kiracılık sorunu için yardım almak üzere 9377 9100 veya 1800 451 301 numaralı telefonlardan Dürüst Ticaret Dairesi'ni arayın.

Bir tercümana gereksininiz varsa 13 14 50'yi arayın, tercüman Dürüst Ticaret Dairesi ile iletişime geçecektir.

NẾU MUỐN ĐƯỢC GIÚP ĐỠ

VIETNAMESE

Muốn biết chi tiết về thỏa ước này hoặc muốn được giúp đỡ nếu có vấn đề nào về thuê nhà, xin điện thoại Sở Công bằng Mậu dịch (Office of Fair Trading) số điện thoại 9377 9100 hoặc 1800 451 301.

Nếu quý vị cần thông dịch viên, xin điện thoại đến số 13 14 50 và thông dịch viên sẽ điện thoại đến Sở Công bằng Mậu dịch cho quý vị.