

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 81883755	NSW DAN:
vendor's agent	UPSTATE Level 1, Suite 15/888 Pittwater Road DEE WHY NSW 2099		Phone: 0431 448.778 Fax: Ref: KEELAN SCOTT
co-agent			
vendor	LINHLAN DOVER		
vendor's solicitor	CONVEY-it Services PO Box 713 ST IVES NSW 2075		Phone: 02 8405 6830 Fax: Ref: Deborah Thomson Email: deborah@convey-itservices.com.au
date for completion	42 days after the contract date	(clause 15)	
land	102/822 PITTWATER ROAD DEE WHY NSW 2099		
(Address, plan details and title reference)	LOT 2 IN STRATA PLAN 91852 2/SP91852		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$ NIL

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

6522 linhlan

81883755

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

☐ no ☐ YES

**Electronic transaction** (clause 30)

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**  
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

RPM PROPERTY MANAGEMENT

3/50 GREAT NORTH ROAD, FIVE DOCK NSW 2046

PH: 0490 129.656

## PURCHASER'S SOLICITORS CERTIFICATE

I, \_\_\_\_\_, Solicitor/Licensed Conveyancer,  
of \_\_\_\_\_ certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted/licensed to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at **2/822 Pittwater Road, Dee Why** from **Linhlan Dover** to \_\_\_\_\_  
in order that there is no cooling off period in relation to that Contract.
3. I do not act for **Linhlan Dover** and am not employed in the legal practice of a Solicitor acting for **Linhlan Dover** nor am I a member or employee of a firm of which a Solicitor acting for **Linhlan Dover** is a member or employee.
4. I have explained to  
  - i) the effect of the Contract for the purchase of that property;
  - ii) the nature of this Certificate;
  - iii) the effect of giving this Certificate to the vendor is that there is no cooling off period in relation to the Contract.

DATED:

.....

## Conditions of Sale by Auction

If the property is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property Stock and Business Agents Act 2002*.

- (1) The following conditions are prescribed as applicable to an in respect of the sale by auction of land:-
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by the on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder had given to the auctioneer a copy of the written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid make by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the setter or auctioneer.

**ADDITIONAL PROVISIONS ANNEXED TO CONTRACT FOR SALE BETWEEN  
LINHLAN DOVER (AS VENDOR) AND  
(AS PURCHASER) ON THE            DAY OF            2022**

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1. This contract of sale is amended as follows:
  - (a) Clause 2.9 is amended by substituting "The parties agree that the deposit is to be invested and that" in place of "If each party tells the deposit holder that the deposit is to be invested,"
  - (b) Clause 2.9 is amended by inserting after the word "call" the words "or on a term deposit or deposits maturing on or before completion as selected by the vendor";
  - (c) Clause 6.1 is amended by the deletion of "or anything else and whether substantial or not" in the second line;
  - (d) Clause 6.2 delete;
  - (e) Clause 7.1.1 is amended by replacing "5%" with "\$1,000.00";
  - (f) Clause 8.1 is amended by adding "or claim" after the last words "requisition";
  - (g) Clause 13.8 is deleted;
  - (h) Clause 16.7 is amended by deleting the words "by cash (up to \$2,000.00) or";
  - (i) Clause 16.8 is deleted;
  - (j) Clause 23.6.1 – the words 'even if it is payable by instalments' replaced by 'but if it is payable by instalments, only the instalment payable prior to contract date';
  - (k) Clause 23.6.2 - the words "and only if contribution has been levied." Added to the end of the Clause.
2. If there is any inconsistency between any of clauses 1-31 inclusive and the following clauses then the following clauses prevail.
3. To the extent permitted by law, the purchaser acknowledges that the purchaser is buying the property relying only on the purchaser's own inspection, knowledge and enquiries and has not relied on any representation, warranties or promises other than as set out in writing in this contract and it is expressly agreed between the parties that this clause will not merge on completion.
4. The purchaser acknowledges that the purchaser is purchasing the property in its present condition and state of repair subject to all defects latent and patent and subject to any infestations and dilapidation, and will make no objection requisition or claim for compensation or delay completion, rescind or terminate in connection with any matters stated in this clause.
5. Notwithstanding any rule of law or equity to the contrary, should either party, or is more than one any of them, prior to completion die or become mentally ill, as defined by the Mental Health Act, or become bankrupt, or if a company, go into liquidation, then the other party may rescind this contract by notice in writing to the other party and this Contract will be at an end and Clause 19 shall apply.
6. It is expressly agreed and declared that in circumstances justifying the service of a notice to complete by either party on the other party a period of fourteen (14) days from the date of service of such notice is a reasonable and sufficient period despite any rule of law or equity to the contrary and in the event that such notice to complete

is served by registered mail, the date of receipt will be forty-eight (48) hours after the date of posting.

7. Clause 2 is amended, and if this contract says the deposit is to be invested, then the vendor's agent will immediately with the authority of the purchaser, place the deposit with a bank or permanent building society or credit union at the current rate of interest, and the interest earned will be distributed, as soon as practicable after completion, in the following manner:
  - (a) If the contract is completed the interest will be divided equally between the vendor and the purchaser.
  - (b) If the contract is terminated by the vendor due to the default of the purchaser then the total interest on the deposit will be paid to the vendor without prejudice to any other rights or remedies that the vendor might otherwise have at law or in equity.
8. The purchaser warrants that he has had no dealings with any agent other than the agent named in this contract, which may give rise to any claim against the vendor for commission arising out of this sale and the purchaser indemnifies the vendor against any successful claim arising from a breach of this warranty. It is agreed and declared that the purchaser's liability under this clause will not merge on completion.
9. In addition to the provisions contained in clause 20.6.5 a notice or document ("the Notice") served by
  - (a) if emailed to an email address specified by the person to be served for the service of notices of that kind, or
  - (b) if sent by facsimile transmission to a facsimile number specified by the person to be served for the service of notices of that kind, or facsimile transmission will be deemed to have been received when the sender's machine indicates a receipt of the transmission and acknowledges the number of pages contained in the transmission: or
  - (c) if served in any other manner authorised by the regulations for the service of notices of that kind.except where:
  - (i) the sender's facsimile machine indicates a malfunction in transmission, or the recipient immediately notifies the sender of an incomplete transmission, in which case the notice will be deemed not to have been given or received; or
  - (ii) the time of despatch is later than 5.00 pm on a business day in the place to which the notice is sent in which case the notice will be deemed to have been received at 9.00 am on the next business day.
10. If the price or any part of the price is not paid by the purchaser to the vendor on the completion date then it is an essential condition of this contract, that the purchaser pay to the vendor on completion (in addition to all other remedies available to the vendor) interest calculated at the rate of 10% per annum on that part of the price not paid from the completion date until the actual date of payment to the vendor.

The purchaser does not have to pay interest under this clause for any period that the Purchaser's failure to complete is caused solely by the Vendor.

The purchaser cannot require the vendor to complete unless interest payable under this clause is paid to the vendor on completion.

The parties agree that the amount payable referred to in this clause, is a genuine pre-estimate of the vendor's loss of interest on the purchase money and liability for rates and outgoings.

11. If completion of this contract does not take place on or before 5.00pm on the completion date under clause 15 and the vendor issues a notice to complete, then the purchaser will pay an additional amount of \$330.00 (inclusive of GST) to cover the vendor's legal costs and disbursements incurred by the vendor's conveyancer's and, as a genuine pre-estimate of the additional expense. This amount is to be allowed as an additional adjustment on completion and is an essential term of this contract.
12. The purchaser warrants and represents that it has prior to entering into this contract obtained all relevant approvals, licences and consents that may be required by any law or under any policy for the acquisition of the property including approval where required from the Foreign Investment Review Board or otherwise under the *Foreign Takeovers and Acquisitions Act 1975 (Cth)* and the purchaser will produce evidence of any approval, licence or consent to the vendor's conveyancer immediately it is received.
13. This property is sold by the vendor and accepted by the purchaser on an "As Is, Where Is" basis, and the purchaser has relied upon their own investigations and judgements in assessing:
  - (a) the condition of the property;
  - (b) the location of the property (including but not limited to any and all encroachments and/or misdescriptions);
  - (c) the encumbrances on the title (with the exception of any mortgage, writ or caveat which must be released at or by settlement); and
  - (d) the requirements of any competent authority;and hereby waives any right they may have under the contract or otherwise to terminate this contract or to claim compensation from the seller or any related party in connection with the abovementioned matters.
14. The purchaser agrees to release so much of the deposit required by the vendor to be used as deposit and/or stamp duty if required on a property purchase. The amount released for use as a deposit must be deposited into the trust account of the licensed real estate agent, solicitor or licensed conveyancer, Revenue NSW and the purchaser will not authorise its further release.
15. If the purchaser makes an appointment for settlement and then fails to complete the settlement on the date appointed for settlement then the purchaser must pay in addition to the purchaser price and as an adjustment on completion the sum of \$165.00 being the vendor's reasonable estimate of costs having made arrangements to effect settlement on the day requested by the purchaser and then rearranging an alternative date for settlement.



16. The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completions.

17. For the benefit of both parties, should either party:

- contact the COVID- 19 virus;
- be placed in isolation in the property;
- be directed to self-isolate in the property; or
- need to care for an immediate member of their family in the property,

then the parties agree that the following provisions shall apply:

1. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and are permitted to leave the property.
2. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
3. Completion shall take place withing seven (7) days from the date from which the party is permitted to leave the property.
4. The party seeking the benefit of this clause shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
5. It is an essential term of this contract that the party seeking the benefit of this clause shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, clearing air-conditioning filters and using disinfectant produces to clean all surfacing including door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

DIRECTORS GUARANTEE

VENDOR:

PURCHASER:

PROPERTY:

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We

(referred to as the "Guarantors") being Directors of .....  
Pty Limited ACN.....a Company incorporated in the State of New South  
Wales (called "the Purchasing Company") in consideration of ..... (called  
"the vendor") at our request agreeing to sell the property described in this contract to the  
Purchasing Company GUARANTEE to the vendor the due and punctual performance by the  
Purchasing Company of ALL THE TERMS AND CONDITIONS of the contract and do  
FURTHER covenant and agree that WE WILL INDEMNIFY and keep indemnified the  
vendor against any loss and damage howsoever arising which the vendor may suffer in  
consequence of any failure if the Purchasing Company to perform its obligation under the  
contract in its entirety.

SIGNED by )  
in the presence of ) .....  
.....

SIGNED by )  
in the presence of ) .....  
.....



LAND  
REGISTRY  
SERVICES

# Title Search

Information Provided Through  
Spectrum Client Solutions  
Ph. 9223 6998 Fax. 9223 7114

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP91852

SEARCH DATE	TIME	EDITION NO	DATE
14/5/2021	12:30 PM	3	8/9/2018

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

LAND

LOT 2 IN STRATA PLAN 91852  
AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

LINHLAN DOVER

(T AJ788411)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP91852
- 2 AJ788412 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

6522 linhlan

PRINTED ON 14/5/2021

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



FOLIO: CP/SP91852

SEARCH DATE	TIME	EDITION NO	DATE
14/5/2021	12:32 PM	2	9/6/2016

## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 91852  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP91852

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 91852  
ADDRESS FOR SERVICE OF DOCUMENTS:  
822 PITTWATER ROAD  
DEE WHY NSW 2099

## SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP1208239 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1208239 RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE AND VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1208239 RESTRICTION(S) ON THE USE OF LAND
- 6 AJ606530 RESTRICTION(S) ON THE USE OF LAND
- 7 AJ606531 POSITIVE COVENANT
- 8 AJ606532 POSITIVE COVENANT
- 9 AJ606533 POSITIVE COVENANT
- 10 AJ606534 POSITIVE COVENANT
- 11 AK498162 CHANGE OF BY-LAWS

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

### STRATA PLAN 91852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 26	2	- 16	3	- 16	4	- 16
5	- 16	6	- 25	7	- 23	8	- 12
9	- 23	10	- 23	11	- 12	12	- 23

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP91852

PAGE 2

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

## STRATA PLAN 91852

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 26	14	- 16	15	- 16	16	- 16
17	- 16	18	- 23	19	- 23	20	- 12
21	- 23	22	- 23	23	- 12	24	- 23
25	- 26	26	- 16	27	- 16	28	- 16
29	- 17	30	- 26	31	- 16	32	- 16
33	- 16	34	- 25	35	- 27	36	- 16
37	- 16	38	- 16	39	- 25	40	- 27
41	- 17	42	- 17	43	- 17	44	- 25
45	- 27	46	- 17	47	- 17	48	- 17
49	- 26	50	- 35	51	- 8		

## NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

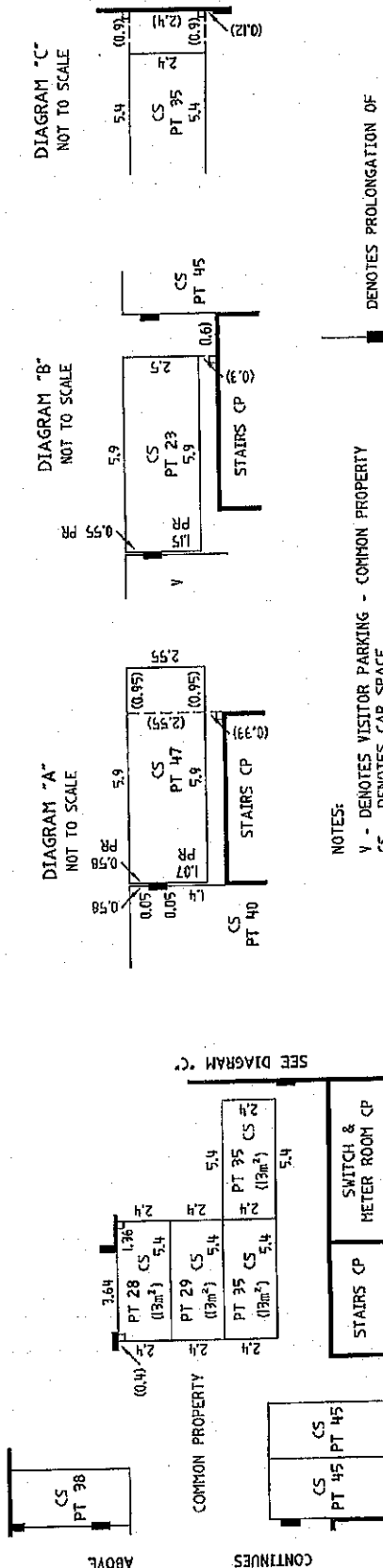
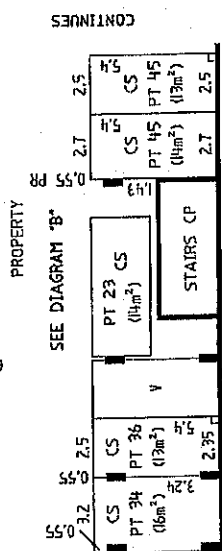
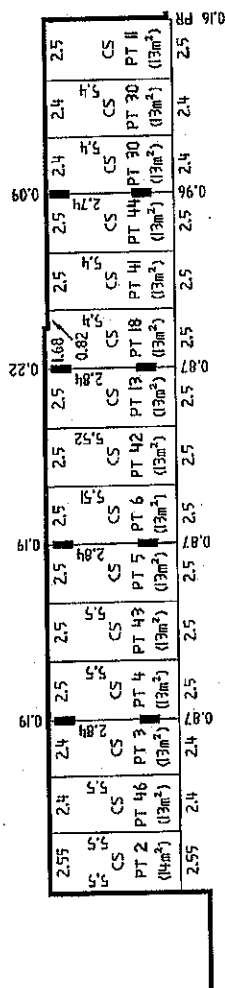
6522 linhlan

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## BASEMENT



NOTES:

1 - DENOTES VISITOR PARKING - COMMON PROPERTY


2 - DENOTES CAR SPACE

3 - DENOTES COMMON PROPERTY

4 - DENOTES COMMON PROPERTY

5 - DENOTES PROLONGATION OF FACE OF WALL OR COLUMN

6 - DENOTES PROLONGATION OF CENTRE LINE OF COLUMN

<p>Surveyor: WARREN L. BEE</p> <p>Surveyor's Ref: 18753</p> <p>Subdivision No: 15/2015</p> <p>Lengths are in metres Reduction Ratio 1:200</p>	<p>Registered</p> <p>3.8.2015</p> 
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SP91852

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

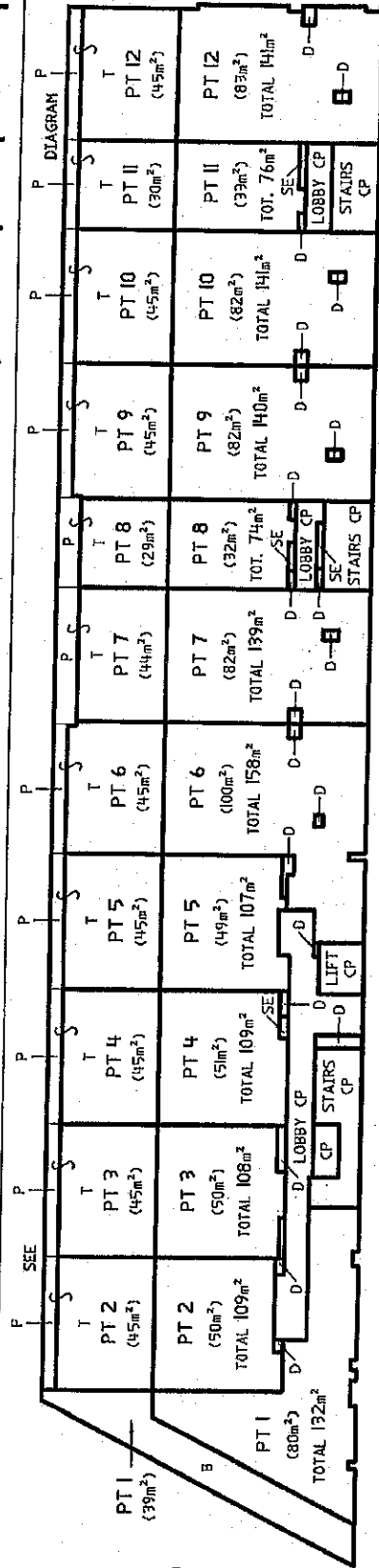




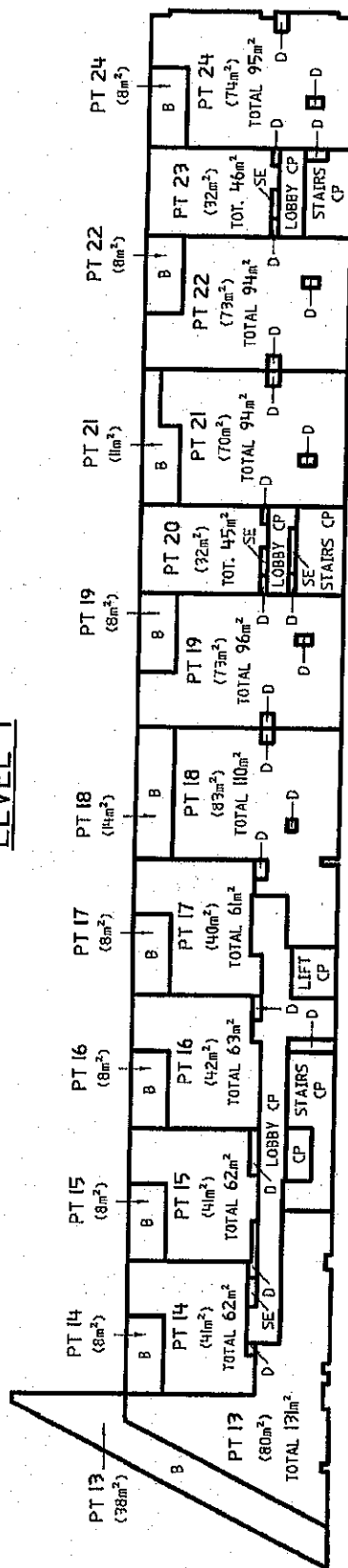
M.G.A.

DIAGRAM  
NOT TO SCALE

P	7.49	65	5	P	7.5	65	5	P	7.49	65	5	P	7.46	65	5	P	7.52	65	5	P	4.99	65	5	P	7.43	65	5
T	7.49	65	5	T	7.5	65	5	T	7.49	65	5	T	7.46	65	5	T	7.52	65	5	T	4.99	65	5	T	7.43	65	5
PT 2	(45m <sup>2</sup> )			PT 3	(45m <sup>2</sup> )			PT 4	(45m <sup>2</sup> )			PT 5	(45m <sup>2</sup> )			PT 6	(45m <sup>2</sup> )			PT 7	(45m <sup>2</sup> )			PT 8	(45m <sup>2</sup> )		
TOTAL 109m <sup>2</sup>				TOTAL 108m <sup>2</sup>				TOTAL 109m <sup>2</sup>				TOTAL 107m <sup>2</sup>				TOTAL 158m <sup>2</sup>				TOTAL 139m <sup>2</sup>				TOTAL 140m <sup>2</sup>			



## LEVEL 1



NOTES:

- B - DENOTES BALCONY  
P - DENOTES PLANTER  
CP - DENOTES COMMON PROPERTY
- D - DENOTES DUCT - COMMON PROPERTY  
T - DENOTES TERRACE  
SE - DENOTES SERVICES - COMMON PROPERTY

BALCONIES, TERRACES & PLANTERS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE HARD BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

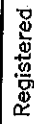
10	20	30	40	50	Table of mm	80	100	110	120	130	140
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Surveyor: WARREN L BEE

Surveyor's Ref: 18753

Subdivision No: 15/2015

Lengths are in metres Reduction Ratio 1:250



Registered

3.8.2015

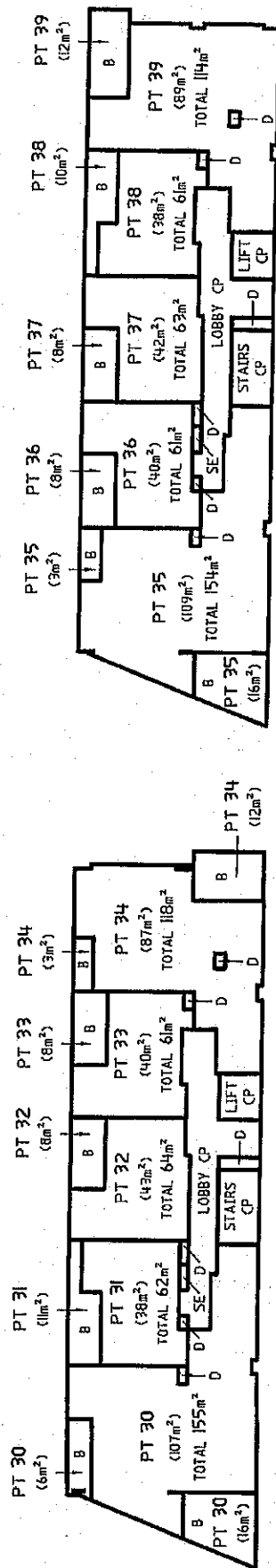
SP91852

The floor plan of the 25th floor is divided into several main sections. On the left is a large auditorium area. To its right is a central corridor system. Further right are several smaller rooms and service areas. Key areas include:

- PT 25 (96m²)**: A large room at the bottom left.
- PT 26 (40m²)**: A room above PT 25.
- PT 27 (40m²)**: A room above PT 26.
- PT 28 (38m²)**: A room above PT 27.
- PT 29 (46m²)**: A room above PT 28.
- PT 29 (47m²)**: A room above PT 29.
- Lobby CP**: A central corridor area.
- Plant Room CP**: A room for plant equipment.
- Toilets CP**: A room for toilets.
- Stairs CP**: Staircases for vertical circulation.
- Box Gutter CP**: A corridor area for box gutters.
- Planter CP**: A room for planters.
- Terrace CP**: A terrace area.
- Planters CP**: A room for planters.

The plan also shows various corridors, stairs, and service areas. The overall layout is designed to provide efficient circulation and service for the 25th floor.

BOX GUTTER CP PLANTERS CP.

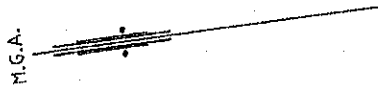


## LEVEL 5

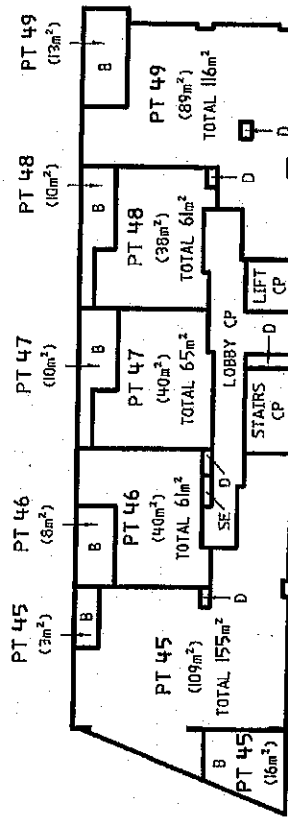
BALCONIES & PLANTER ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE HARD BASE EXCEPT WHERE COVERED WITHIN THIS LIMIT.

SP91852

	10	20	30	40	50	Table of mm						90	100	110	120	130	140



## LEVEL 6



## LEVEL 7

B - DENOTES BALCONY  
D - DENOTES DUCT - COMMON PROPERTY  
CP - DENOTES COMMON PROPERTY  
SE - DENOTES SERVICES - COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

Registered

Surveyor: WARREN L. BEE

3.8.2015

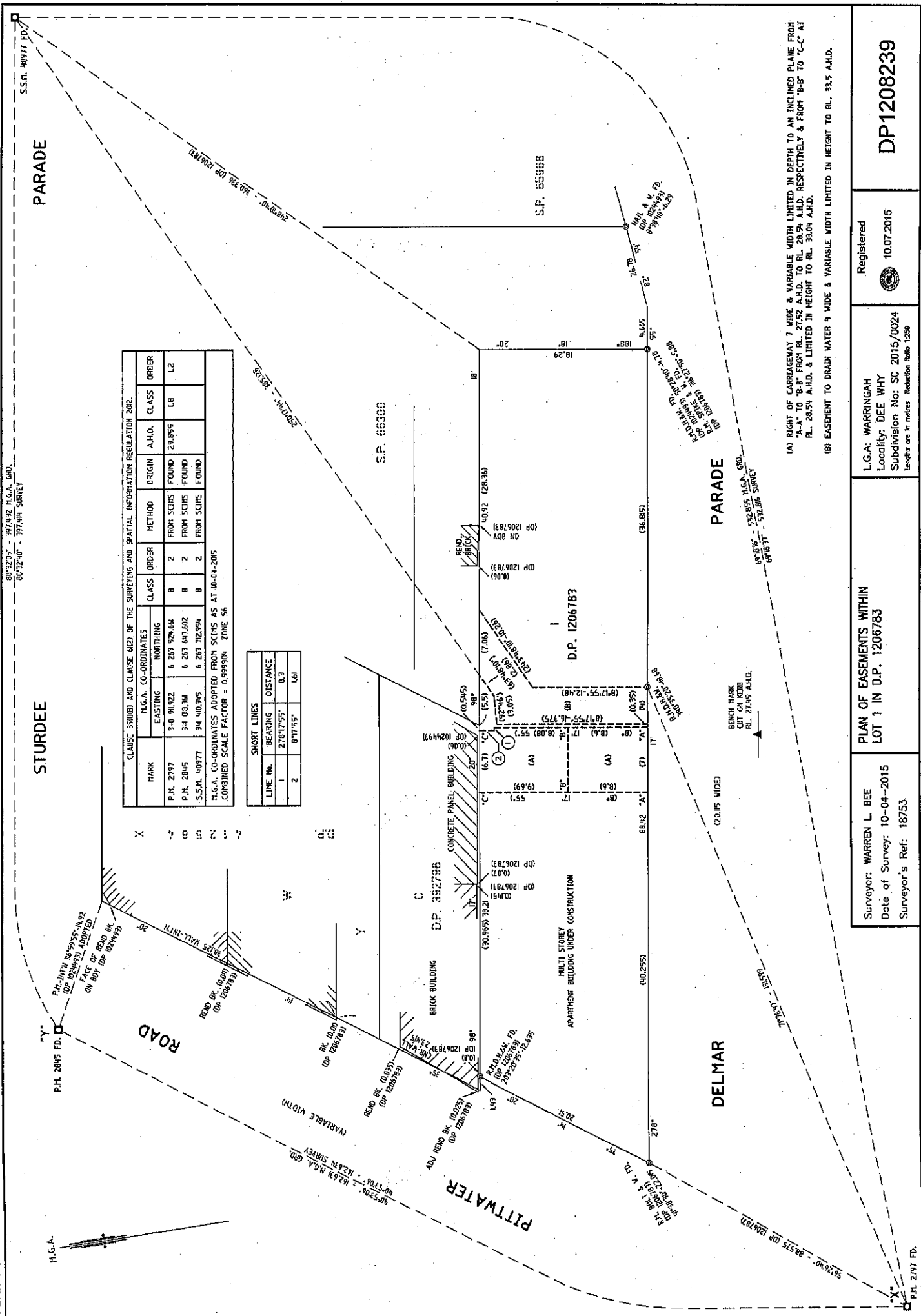


Surveyor's Ref: 18753  
Subdivision No: 15/2015

SP91852

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

	10	20	30	40	50	Table of mm.						90	100	110	120	130	140
--	----	----	----	----	----	--------------	--	--	--	--	--	----	-----	-----	-----	-----	-----



CLAUSE 33(1)(b) AND CLAUSE 6(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012									
MARK	N.G.A. CO-ORDINATES		METHOD	ORDER	CLASS	ORIGIN	A.H.D.	CLASS	ORDER
	EASTING	NORTHING							
P.M. 2797	310 94.922	6 263 524.64	2	2	FOUND	20.895	LB	L2	
P.M. 2045	310 00.761	6 263 641.602	2	2	FOUND	20.895	LB	L2	
S.S.M. 40977	310 40.395	6 263 702.894	2	2	FOUND	20.895	LB	L2	

SHORT LINES		
LINE No.	BEARING	DISTANCE
1	278°17'55"	0.3
2	87°17'55"	1.61


(A) RIGHT OF CARRIAGEWAY 7 M & VARIABLE WIDTH LIMITED IN DEPTH TO AN INCLINED PLANE FROM 'A-A' TO 'B-B' FROM RL 27.52 A.H.D. TO RL 26.54 A.H.D. RESPECTIVELY & FROM 'B-B' TO 'C-C' AT RL 28.54 A.H.D. & LIMITED IN HEIGHT TO RL 33.04 A.H.D.

(B) EASEMENT TO DRAIN WATER 4 M & VARIABLE WIDTH LIMITED IN HEIGHT TO RL 33.5 A.H.D.

Surveyor: WARREN L. BEE Date of Survey: 10-04-2015 Surveyor's Ref: 18753	PLAN OF EASEMENTS WITHIN LOT 1 IN D.P. 1206783	L.G.A. WARRINGAH Locality: DEE WHY Subdivision No: SC 2015/0024 Lengths are in metres Reduction Ratio 1:250	Registered 10.07.2015 DP1208239
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## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  10.07.2015</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p><b>DP1208239</b></p>
<p><b>PLAN OF EASEMENTS WITHIN LOT 1 IN DEPOSITED PLAN 1206783</b></p>	<p>LGA: Warringah</p> <p>Locality: Dee Why</p> <p>Parish: Manly Cove</p> <p>County: Cumberland</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, Warren L Bee..... of PO Box 330, Forestville NSW 2087..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on .....10/04/2015.....</p> <p><del>* (b) The part of the land shown in the plan ("being" excluding A.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>* (c) The land shown in this plan was compiled in accordance with the <del><i>Surveying and Spatial Information Regulation 2012</i></del>.</p> <p>Signature: <u>Warren L Bee</u>.....Dated: 22/04/2015 ...</p> <p>Surveyor ID: 448.....</p> <p>Datum Line: X-Y.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p><b>Subdivision Certificate</b></p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u>.....</p> <p>Accreditation number: <u>N/A</u>.....</p> <p>Consent Authority: <u>WARRINGAH COUNCIL</u>.....</p> <p>Date of endorsement: <u>19/06/2015</u>.....</p> <p>Subdivision Certificate number: <u>SC 2015/0024</u>.....</p> <p>File number: <u>DA 2014/0042</u>.....</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>Plans used in the preparation of survey/compilation. DP 1206783</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: 18753 - Easements</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered:  10.07.2015PLAN OF EASEMENTS WITHIN LOT 1 IN  
DEPOSITED PLAN 1206783

Office Use Only

DP1208239

Subdivision Certificate number: SC 2015/0024Date of Endorsement: 19/06/2015

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create:

- 1) Easement to Drain Water 4 Wide and Variable Width (limited in height)
- 2) Right of Carriageway ~~5.40 wide~~ <sup>7 wide and Variable Width</sup> (limited in height and depth)
- 3) Restriction on the Use of Land

ARANDA PROPERTIES PTY LTD  
ACN: 134 437 291  
CHARLES MCINTOSH  
SOLE DIRECTOR/SECRETARY

Mortgagee under Mortgage No. ~~AI 694061~~Signed at Perth this 11th JUNE day of  
2015 for National

Australia Bank Limited ABN 12 004 044 937

by Simon Kelly

its duly appointed Attorney under Power of

Attorney No. 39 Book 4512

2

Level

Attorney

SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER

Witness/Bank Officer

BENJAMYN STRINGER  
ASSOCIATE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18753 - Easements

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

**TERMS OF RESTRICTION ON USE OF LAND**

The registered proprietors covenant with the Warringah Council ("Council") that they will not:-

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- IV. Warringah Council is the only party authorised to release, vary or modify this instrument.

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed in the approved Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act, 1919.

**STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah )  
the Prescribed Authority by an authorised )  
person: )

  
Authorised Person

Witness: 

Name: SEN HALLIOTT

Occupation: BUSINESS SUPPORT OFFICER

Form: 13RPA  
Release: 3-1

**RESTRICTION ON THE  
USE OF LAND BY A  
PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



**AJ606530P**

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

**(A) TORRENS TITLE**

1/1206783

**(B) LODGED BY**

Document Collection Box <b>W</b>	Name, Address or DX, Telephone, and Customer Account Number if any CHARLES MCINTOSH PO BOX 7005 Warringah Mail, 2100 c@arandadevelopments.com.au Reference: 822PRD, 41	CODE <b>RV</b>
---	--	-------------------

**(C) REGISTERED PROPRIETOR**

Of the above land  
ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)

**(D) LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937

**(E) PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

**(F)** The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
**DATE** \_\_\_\_\_

**(G)** I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_

Name of witness: **NEW HALLIETT**

Address of witness: **125 PITILLATE RD  
DEE LINDA NSW 2099**

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: **JOSEPH A CHRISTO**

Position of authorised officer: **SENIOR DEVELOPMENT  
ENGINEER**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: **ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)**

Authority: **SECTION 127 OF THE CORPORATIONS ACT 2001**

Signature of authorised person: \_\_\_\_\_

Name of authorised person: **Charles McIntosh**

Office held: **Sol Dir Sec**

Signature of authorised person: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Office held: \_\_\_\_\_

**(H)** The mortgagee under mortgage No. AI694061

agrees to be bound by this restriction.

I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_



1516976

Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

**TERMS OF RESTRICTION ON USE OF LAND**

The registered proprietors covenant with the Warringah Council ("Council") that they will not:-

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- IV. Warringah Council is the only party authorised to release, vary or modify this instrument.

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed in the approved Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

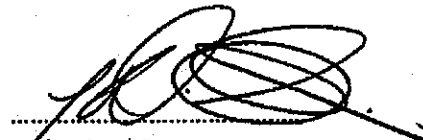
The Act means the Conveyancing Act, 1919.

**STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah )  
the Prescribed Authority by an authorised )  
person: )

  
Authorised Person

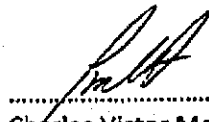
Witness: 

Name: SEN HALLETT

Occupation: BUSINESS SUPPORT OFFICER



Signed on behalf of Aranda Properties Pty  
Limited ACN 134 437 291 the Registered  
Proprietor by CHARLES VICTOR McINTOSH

  
.....  
Charles Victor McIntosh  
Sole Director and Secretary

**nab**

National Australia Bank Limited  
ABN 12 004 044 937

**Consent to Restriction on the Use of Land by a  
Prescribed Authority**

**Annexure to Restriction on the Use of Land by a Prescribed Authority**

**THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED  
AUTHORITY WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED  
PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY**

DATED

Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage  
Registered No. A1694061 hereby consents to the within **Restriction on the Use of Land by a  
Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under  
its Security.

DATED at Level 1, 816 Pittwater Rd this 30<sup>th</sup> day of April 2015  
Dec Why NSW 2015

**SIGNED SEALED AND DELIVERED )**

for and on behalf of NATIONAL )

AUSTRALIA BANK LIMITED )

ABN 12 004 044 937 by its Attorney )

who holds the position of )

Level 3 Attorney under )

Power of Attorney Registered No. 39 )

Book 4512 in the presence of: )

Witness Signature

BENJAMYN STRINGER  
ASSOCIATE

Print Name

Attorney Signature

Print Name

SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER

Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



Section 88E(3) Conveyancing Act 191

**AJ606531M**

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

(A) <b>TORRENS TITLE</b>	Folio Identifier 1/1206783		
(B) <b>LODGED BY</b>	Document Collection Box <b>W</b> <b>688B</b>	Name, Address or DX, Telephone, and Customer Account Number if any <del>BibbsBarker, DX 101, Sydney</del> Charles McIntosh Tel: <del>(02) 8233 9500</del> PO Box 7005, Warringah Mall Reference: PLM:TWM:#27465580 <i>exec@arandadevelopment.com.au</i> 0429 291 640	CODE <b>PC</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291		
(D) <b>LESSEE MORTGAGEE OR CHARGE</b>	Of the above land agreeing to be bound by this positive covenant Nature of Interest   Number of Instrument   Name Mortgage   AI694061   NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937		
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

**DATE**

(G) **Execution by the prescribed authority**  
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*

Name of witness: **PAUL DAVID**

Address of witness: **725 PITTWATER ROAD  
DEE WHY NSW 2079**

Signature of authorised officer: *[Signature]*

Name of authorised officer: **ROBERT BARBUTO**

Position of authorised officer: **DEVELOPMENT ENGINEER  
MANAGER**

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **ARANDA PROPERTIES PTY LTD ACN 134 437 291**  
Authority: **Power of Attorney Book 4681 No. 476**

Signature of authorised person: *[Signature]*

Name of authorised person: **Belinda Buckingham**  
Office held: **Power of Attorney**

Signature of authorised person: *[Signature]*

Name of authorised person: **RODNEY MANDER**  
Office held: **101/243 P7RMONT ST  
P7RMONT NSW 2009**

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. **AI694061**

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

*et pass - 45A  
D27996*

**Annexure "A" to Positive Covenant**

Dated:

Parties:

Aranda Properties Pty Limited ACN 134 437 291 (Registered Proprietor); and

Warringah Council (Prescribed Authority)

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE Prescribed Authority within the meaning of Section 88E(1) of the *Conveyancing Act 1919* imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

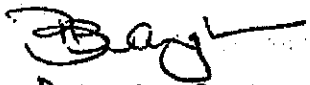
**TERMS OF POSITIVE COVENANT**

The Registered Proprietors covenant with the Warringah Council (Council) that they will:


1. Comply with any written notice, at the Registered Proprietors' cost, issued by Council requesting the dismantling, removal and subsequent re-assembling, re-installation and re-instatement of any 'Structures and Works' and/or removal of any Unauthorised Works; and
2. If the written notice mentioned above is not complied with, or where no notice has been issued by Council in a case of emergency, pay any costs relating to the dismantling, removal and subsequent re-assembling, re-installation and re-instatement of 'Structures and Works' and/or removal of any Unauthorised Works ("Costs").

for the purpose of enabling the Council to operate, repair, replace, maintain, remove, extend, expand, connect, disconnect, upgrade, improve or do any other things that are necessary to any of Council's Drainage Infrastructure in accordance with the following terms and conditions (in addition to Council's Easement):-

- (a) The Council may by its contractors, servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice in writing (but at any time without notice in the case of an emergency) enter the land to access the Council's Drainage Infrastructure.
- (b) The Registered Proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure to comply with the terms of this covenant.
- (c) The Registered Proprietors release Council from any claims arising from Council undertaking the works, referred to in Item 2 above of this covenant, except to the extent that such claims arise from the negligent act or omission of Council.
- (d) Council must take reasonable and feasible measures to minimise its costs.
- (e) By written notice, the Council may require the Registered Proprietors to attend to payment of the Costs within such time as the Council may require to ensure Council has access to the Drainage Infrastructure as it considers necessary. To that extent, section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (f) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:-

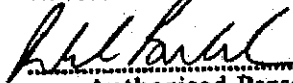
  
Belinda Beckingham


**WARRINGAH COUNCIL**

  
Authorised Person

- (i) In the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council may pay the Costs in the notice referred to in (e) hereof; and
- (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:-
  - (A) The Costs;
  - (B) Any amounts due to the Council pursuant to the indemnity referred to in (b); and
  - (C) Legal costs on an indemnity basis for issue of the said notices and recovery of the amounts in ii(A) and (B) together with the costs and expenses of registration of a covenant or charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act.
- (g) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- (h) Warringah Council is the only party authorised to release, vary or modify this Instrument.
- (i) For the purpose of this covenant:-
  - (i) 'Structures and Works' shall include all structures and works within the easement or obstructing access to the Easement and / or Council's Drainage Infrastructure as detailed in the Works As Executed plan 18753E but does not include Unauthorised Works.
  - (ii) 'Council's Drainage Infrastructure' means the drainage infrastructure owned by the Council located within the Council Easement.
  - (iii) 'Easement' means the Council's easement to drain water 4 wide and variable width (limited in height) burdening the land.
  - (iv) The Act means the *Conveyancing Act 1919*.
  - (v) Registered Proprietor herein shall include their legal personal representatives, successors, transferees, and assigns including future owners of an estate in fee simple either in whole or in part.
  - (vi) 'Unauthorised Works' means any structures or materials which obstruct access to the Easement and/or Council's Drainage Infrastructure which are not approved by Council or not permitted under Council's Building Over or Adjacent to Constructed Council Drainage Systems and Easement Policy PAS - PL130. For the avoidance of doubt, any structures approved under development consent as at the date of this covenant are not Unauthorised Works.

WARRINGAH COUNCIL

  
Authorised Person

  
Belinda Buckingham

## STANDARD EXECUTION

Certified correct for the purpose of the Real Property Act 1900

SIGNED for and on behalf of Warringah  
Council prescribed authority by an  
authorised person:



Witness

PAUL DAVID

Name of Witness

725 PITTWATER ROAD

DEE WHY NSW 2099

Address of Witness



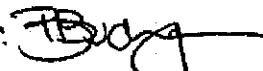
Authorised Person

ROBERT BARBUTO  
Name of Authorised Person

SIGNED By Aranda Properties Pty  
Limited ACN 134 437 291 in  
accordance with section 127 of the  
Corporations Act 2001:

Sole Director and Secretary

Name of Sole Director/Secretary


Signature of Attorney: 

Attorney's name: BELINDA BUCKINGHAM

Signing on behalf of: ARANDA PROPERTIES P/L

Power of Attorney - Book: 4687

- NO: 476

Signature of witness: 

Address of witness: RODNEY MENDES  
101/243 PIERMONT ST  
PIERMONT NSW 2009.



Consent to Positive Covenant

National Australia Bank Limited  
ABN 12 004 044 937

Annexure to Positive Covenant

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd  
Queens Whg NSW 2019 this 30<sup>th</sup> day of April 20 15.

SIGNED SEALED AND DELIVERED )

for and on behalf of NATIONAL )

AUSTRALIA BANK LIMITED )

ABN 12 004 044 937 by its Attorney )

who holds the position of )

Level 3 Attorney under )

Power of Attorney Registered No. 39 )

Book 4512 in the presence of: )

Witness Signature

BENJAMYN STRINGER  
ASSOCIATE

Print Name

Attorney Signature

Print Name SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER



Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



Section 88E(3) Conveyancing Act 1919

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided on this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

**AJ606532K**

**(A) TORRENS TITLE**

1/1206783

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE  <b>PC</b>
	Audra Pettett <i>exec@aranda.developments.com.au</i> PO Box 7005      Tel: 0425 291 640 Warringah Mall NSW 2100      Tel: 9001 0150		
	Reference: <b>B22PRD, 64</b>		

**(C) REGISTERED PROPRIETOR**

Of the above land  
ARANDA PROPERTIES PTY LTD A.C.N. 134 437 291

**(D) LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

**(E) PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919  
WARRINGAH COUNCIL

**(F)** The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

**DATE**

**(G) Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

*PAUL DAVID*  
*725 PITWATER ROAD*  
*DEE WHY NSW 2099*  
*WARRINGAH COUNCIL*

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer: *DEVELOPMENT ENGINEERING MANAGER*

**(G) Execution by the registered proprietor**

I certify that I am an eligible witness and that the registered proprietor's attorney signed this dealing in my presence. [See note\* below].

Signature of witness:

Name of witness:

Address of witness:

*RODNEY MENDES*  
*101/245 PIERMONT ST*  
*PIERMONT NSW 2009*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

*Belinda Buckingham*  
*Aranda Properties P/L*  
4687  
476

**(H) Consent of the mortgagee**

The mortgagee under mortgage

No. AI694061

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifiers 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

**TERMS OF POSITIVE COVENANT**

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

**Community Schemes** means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.

**Contractor** means any entity engaged by the Prescribed Authority to remove waste from the Land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

**Land Burdened** means the land described in Certificate of Title Folio Identifier 1/1206783.


**Prescribed Authority** means Warringah Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

**Owners Corporation** means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

**Waste** includes any garbage, recyclables, vegetable or materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for


(a) The purpose of the removal of Waste from such land and to remain upon such land for reasonable time for the purpose of such removal;

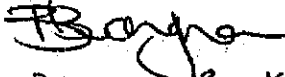
**WARRINGAH COUNCIL**  
  
.....  
**Authorised Person**

2 of 4 

- (b) The delivery, removal, inspection and repair of Waste containers.
3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in Clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.
  4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, guttering, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
  5. The registered proprietor of the Land burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
  6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in Clause 2.
  7. The registered proprietor of the Land burdened must use its best endeavours to obtain the consent of any mortgage and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New South Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
  8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.
  9. Warringah Council is the only party authorised to release, vary or modify this instrument.

WARRINGAH COUNCIL

  
Authorised Person

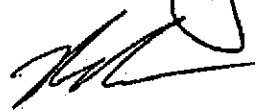
  
Belinda Buckingham

Signed by **BELINDA LOUISE BUCKINGHAM**  
Attorney for **ARANDA PROPERTIES PTY LTD**  
(ACN 134 437 291) the under Power of Attorney  
dated 19 May 2015 , Registered Book 4687 No.  
476

Signature of Attorney:



Signature or witness:



Name of witness: **RODNEY MENDES**

Address of witness: **101/243 PLYMOUTH STREET**  
**PLYMOUTH NSW 2009**

.....  
**WARRINGAH COUNCIL**

**WARRINGAH COUNCIL**

.....  
  
Authorised Person



National Australia Bank Limited  
ABN 12 004 044 937

## Consent to Positive Covenant

### Annexure to Positive Covenant

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

Level 1, 818 P. Hunter Rd  
DATED at Dee Why NSW 2099 this 30<sup>th</sup> day of April 2015.

SIGNED SEALED AND DELIVERED )  
for and on behalf of NATIONAL )  
AUSTRALIA BANK LIMITED )  
ABN 12 004 044 937 by its Attorney )  
who holds the position of )  
Level 3 Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
Witness Signature

BENJAMYN STRINGER  
ASSOCIATE

Print Name

  
Attorney Signature

Print Name

SIMON KELLY  
SENIOR BUSINESS  
BANKING MANAGER

**POSITIVE COVENANT**  
New South Wales



Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect, store and use personal information for the purposes of the RP Act. The Registrar is made available to any person for search upon payment of a fee, if any.

**AJ606533H**

(A) **TORRENS TITLE**

1/1206783

(B) **LODGED BY**

Document Collection Box <b>W</b>	Name, Address or DX, Telephone, and Customer Account Number if any CHARLES MCINTOSH PO BOX 7005 WARRINGAH MALL 2100 cm@arandadevelopments.com.au Tel: 0425 291 640 Reference: 822PRD, 47	CODE <b>PC</b>
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(C) **REGISTERED PROPRIETOR**

Of the above land

ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
Mortgage	AI694061	NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919

WARRINGAH COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature] Signature of authorised officer: [Signature]  
Name of witness: SEN HOLTETT Name of authorised officer: JOSEPH D. CRISTO  
Address of witness: 725 ATLANTER RD DEELLY Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: ARANDA PROPERTIES PTY LTD A.C.N 134 437 291  
Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: [Signature] Signature of authorised person: \_\_\_\_\_  
Name of authorised person: Charles McIntosh Name of authorised person: \_\_\_\_\_  
Office held: Sol Dir Sec Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AI694061, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of mortgagee: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

## Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

**TERMS OF POSITIVE COVENANT**

The registered proprietors covenant with the Warringah Council ("Council") that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:-

- I. The registered proprietor will:
  - i. Keep the structure and works clean and free from silt, rubbish and debris.
  - ii. Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works or failure to clean, maintain and repair the structure and works.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:-
  - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
  - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:-

**WARRINGAH COUNCIL**

Authorised Person

- (a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purpose of this covenant:-

Structure and Works shall mean the pump out system constructed on the land as detailed in the approved in the Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all pumps, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.

The Act means the Conveyancing Act, 1919.

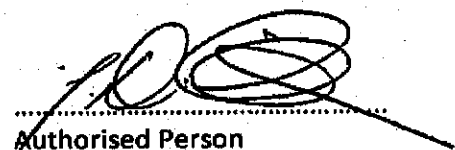
#### STANDARD EXECUTION

Certified correct for the purpose of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah  
The Prescribed Authority by an authorised  
Person:

)  
)  
)

  
.....  
Authorised Person

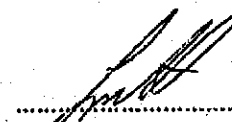
Witness: 

Name: Jen Hallett

Occupation: BUSINESS SUPPORT OFFICER

Signed on behalf of Aranda Properties Pty  
Limited ACN 134 437 291 the Registered  
Proprietor by CHARLES VICTOR McINTOSH

)  
)  
)

  
.....  
Charles Victor McIntosh  
Sole Director and Secretary





National Australia Bank Limited  
ABN 12 004 044 937

## Consent to Positive Covenant

### Annexure to Positive Covenant

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd this 30<sup>th</sup> day of April 2015  
Dee Why NSW 2099

SIGNED SEALED AND DELIVERED )

for and on behalf of NATIONAL )

AUSTRALIA BANK LIMITED )

ABN 12 004 044 937 by its Attorney )

who holds the position of )

Level 3 Attorney under )

Power of Attorney Registered No. 39 )

Book 4512 in the presence of: )

BENJAMYN STRINGER  
Witness Signature

BENJAMYN STRINGER  
Print Name  
ASSOCIATE

SIMON KELLY  
Attorney Signature

SIMON KELLY  
Print Name  
SENIOR BUSINESS  
BANKING MANAGER

Form: 13PC  
Release: 3-1

**POSITIVE COVENANT**  
New South Wales



Section 88E(3) Conveyancing Act 1911

**AJ606534F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use the information provided on this form for the establishment and maintenance of the Real Property Act Register. Section 305 of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) <b>TORRENS TITLE</b>	1/1206783		
(B) <b>LODGED BY</b>	Document Collection Box <b>W</b>	Name, Address or DX, Telephone, and Customer Account Number if any CHARLES MCINTOSH PO BOX 7005 WARRINGAH MALL 2100 cm@arandadevelopments.com.au Tel: 0425 291 640 Reference: 822PRD, 50	CODE <b>PC</b>
(C) <b>REGISTERED PROPRIETOR</b>	Of the above land ARANDA PROPERTIES PTY LTD (A.C.N 134 437 291)		
(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this positive covenant Nature of Interest   Number of Instrument   Name Mortgage   AI694061   NATIONAL AUSTRALIA BANK LIMITED ABN: 12 004 044 937		
(E) <b>PRESCRIBED AUTHORITY</b>	Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE \_\_\_\_\_

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: [Signature]

Signature of authorised officer: [Signature]

Name of witness: JEN HALLETT

Name of authorised officer: JOSEPH D. CRISTO

Address of witness: 725 PITLAKE RD DEE LANE

Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: ARANDA PROPERTIES PTY LTD A.C.N 134 437 291

Authority: SECTION 127 OF THE CORPORATIONS ACT 2001

Signature of authorised person: [Signature]

Signature of authorised person: \_\_\_\_\_

Name of authorised person: Charles McIntosh  
Office held: Sec Dir Sec

Name of authorised person: \_\_\_\_\_  
Office held: \_\_\_\_\_

(H) **Consent of the mortgagee**

The mortgagee \_\_\_\_\_ under mortgage No. AI694061, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_

Signature of mortgagee: \_\_\_\_\_

Name of witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_

## Annexure "A"

**Registered Proprietor: ARANDA PROPERTIES PTY LIMITED A.C.N 134 437 291**

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 1/1206783 a Positive Covenant on the terms set out in this Instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

**TERMS OF POSITIVE COVENANT**

The registered proprietors covenant with the Warringah Council ("Council") that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:-

- I. The registered proprietor will:
  - i. Keep the structure and works clean and free from silt, rubbish and debris.
  - ii. Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction, maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works or failure to clean, maintain and repair the structure and works.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:-
  - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
  - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:-

**WARRINGAH COUNCIL**

Authorised Person

(a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

(b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purpose of this covenant:-

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed in the approved in the Land and Environment Court of New South Wales Case Number 10202 of 2014 & DA 2014/0042 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act, 1919.

#### STANDARD EXECUTION

Certified correct for the purpose of the Real Property Act, 1900

DATE: 16<sup>th</sup> APRIL 2015

Signed on behalf of the Council of Warringah  
The Prescribed Authority by an authorised  
Person:

Witness:

Name:

Occupation:

*[Signature]*

*SEN HALLATT*

*BUSINESS SUPPORT OFFICER*

*[Signature]*  
Authorised Person

Signed on behalf of Aranda Properties Pty  
Limited ACN 134 437 291 the Registered  
Proprietor by CHARLES VICTOR MCINTOSH

*[Signature]*  
Charles Victor McIntosh  
Sole Director and Secretary



National Australia Bank Limited  
ABN 12 004 044 937

## Consent to Positive Covenant

### Annexure to Positive Covenant

THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1206783

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. A1694061 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Level 1, 818 Pittwater Rd  
Dee Why NSW 2099 this 30th day of April 2015.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
**Level 3** Attorney under )  
**Power of Attorney Registered No. 39** )  
**Book 4512 in the presence of:** )

Witness Signature

**BENJAMYN STRINGER**  
**ASSOCIATE**

Print Name

Attorney Signature

**SIMON KELLY**  
**SENIOR BUSINESS**  
**MANAGER**

Print Name

Form: 15CB  
Release: 3-2

# CHANGE OF BY-LAWS

New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900



AK498162N

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP   SP91852		
(B) LODGED BY	Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any RPM Property Management 101/243 Pyrmont Street Pyrmont NSW 2009 Reference: _____	CODE  <b>CB</b>

- (C) The Owners-Strata Plan No. 91852 \_\_\_\_\_ certify that pursuant to a resolution passed on 12 April 2016 and  
(D) in accordance with the provisions of SECTIONS 47 & 52 OF THE STRATA SCHEMES MANAGEMENT ACT 1996  
the by-laws are changed as follows—  
(E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. BY-LAW 42 & SPECIAL BY-LAW 1  
(F) Amended by-law No. NOT APPLICABLE  
as fully set out below:

BY-LAW 42 SET OUT IN ANNEXURE "A"  
&  
SPECIAL BY-LAW 1 SET OUT IN ANNEXURE "B"



- (F) The common seal of the Owners-Strata Plan No. 91852 was affixed on 21 April 2016 in the presence of—

Signature(s): \_\_\_\_\_

Name(s): CHRISTINA STRELKA

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**42. BY-LAW 42 – Air Conditioning****A. Definitions**

1. The following terms are defined to mean:

“Air-conditioning System” means and includes an air-conditioning unit or appliance and its associated fixtures and fittings and apparatus.

“Air-conditioning Works” means the alterations and additions undertaken by an occupier or owner to their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot and includes the Air-condition unit as the context requires.

“Owner and Owners” means the owner of a lot in Strata Plan 91852 and in occupier of a lot where the context requires.

2. Where any terms used in this By-Law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

**B. Scope of By-Laws**

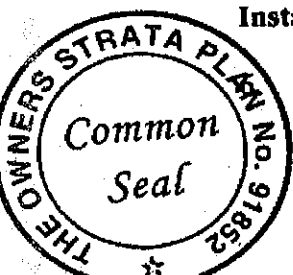
3. Owners must not undertake any Air-conditioning Works except in accordance with the By-Law.

**C. Conditions****Documentation and Approval**

4. Owners must not undertake any Air-conditioning Works without the prior written approval of the Executive Committee, such approval to be given in the total discretion of the Executive Committee.
5. In seeking the approval for the Air-conditioning Works, Owners must first submit to the Executive Committee the following documents relating to the Air-conditioning works:
  - a. Plans and drawings of the Air-conditioning System and of all Air-conditioning Works including their proposed location;
  - b. Specifications of the proposed Air-conditioning Works and Air-conditioning System including kilowatt rating and decibel outputs (re. noise);
  - c. Structural diagrams; and/or
  - d. Any other document reasonably required by the Executive Committee.

**Installation**

An occupier of a lot must have written approval from the Owner of that lot to the installation of an Air-conditioning System (and produce such approval if required by the Executive Committee).



7. In installing an Air-conditioning System an Owner must:

- a. Comply with all conditions of approval of the Executive Committee which amongst other matters may include specifications as to colour, type and design.
- b. Comply with the manufacturer's specifications as to installation and maintenance.
- c. Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other applicable Statutes including Australian Standards.
- d. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractors' vehicles.
- e. The outside "inverter" must NOT be fixed to any wall and will be "free standing" and mounted on rubber pads.
- f. Before commencement of the Air-conditioning Works it must be ascertained if there are any pipes (gas, water) or electrical cables in the wall that may affect installation of the Air-conditioning Works.

**Maintenance**

8. Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected in a state of good and serviceable repair.
9. Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works (or any part of them) as required from time to time.
10. Owners must maintain, renew, replace or repair any common property affected by the Air-conditioning works proposed under this By-Law.

**Insurance**

11. Before commencing the Air-conditioning Works, Owners must provide written evidence that the tradesmen are duly licensed and hold such insurances as the Executive Committee requires.

**Liability**

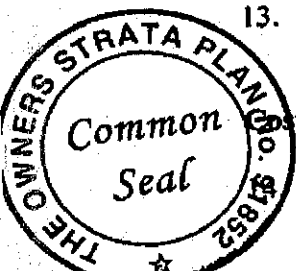
12. Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

**Indemnity**

13. Owners must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Air-conditioning Works on the common property.

**Cost of Works**

The Air-conditioning Works and their maintenance and repair must be undertaken at





the cost of the Owner.

#### **Owners Fixtures**

15. The Air-conditioning Works shall remain the Owners' fixtures.
16. The Owner of a lot must maintain the Air-conditioning Works serving that lot in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary or when requested by the Executive Committee (acting reasonably).
17. An Owner, at his own cost, must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of an Air-conditioning System.
18. An Air-conditioning System may be removed but must be done so at the cost of the Owner (or occupier). After removal of an Air-conditioning System, the relevant parts of the common property must be made good.
19. Any Air-conditioning System shall be and remain the property of the Owner of the lot served by it.
20. An Owner of a lot with an Air-conditioning System installed indemnifies the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an Air-conditioning System had not been installed.
21. The terms and conditions contained in this By-Law, the terms of any By-Law relating to the appearance of a lot and the terms of any further approval given by the Executive Committee are all to apply to the installation or keeping of any Air-conditioning System.

#### **Right to Remedy Default**

22. If an Owner fails to comply with any obligation under this By-Law, THEN the Owners Corporation may:
  - a. Carry out all work necessary to perform that obligation;
  - b. Enter upon any part of the parcel to carry out that work and recover the costs of carrying out that work from the Owner.

The common seal of the Owners-Strata Plan No. 91852  
was affixed on )  
in the presence of )

.....  
Signature(s)



.....  
being the person(s) authorized; by section 238 of the  
Strata Schemes Management Act 1996 to attest the  
Seal affixing of the seal.

**Exclusive Use of the Existing Common Property Mezzanine area above the Ground Floor Level of Lot 50 and the Ground Floor Level Carpark**

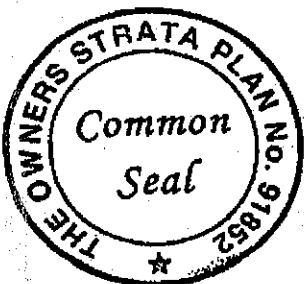
The owner of Lot 50 shall have the right to the exclusive use and enjoyment of the area of the Common Property described as 'Ground Floor Mezzanine'.

The owner of Lot 50 must:

- (a) maintain and repair (but not replace) the Ground Floor Mezzanine at its cost and in accordance with the Owners Corporation's reasonable requirements;
- (b) accept liability for any damage caused to the Common Property or its lot as a result of the use of the Ground Floor Mezzanine;
- (c) indemnify the Owners Corporation against any loss or damage it suffers as a result of the use of the Ground Floor Mezzanine.

If the owner fails to comply with any obligation under this By-Law then the Owners Corporation may give the owner written notice requiring the owner to rectify such default within eight (8) weeks from the date of such notice. If the owner fails to comply with that notice within the specified time allowed for compliance then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
  - (b) enter upon any part or parts of the lot to carry out that work;
  - (c) recover the costs of carrying out that work from the owner as a debt due and payable to the Owners Corporation which if unpaid within one (1) month will bear simple interest at the rate of 10% per annum until repaid.
- 



5215



## Northern Beaches Council Planning Certificate – Part 2

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 6522 linhlan  
**Date:** 14/05/2021  
**Certificate No.** ePLC2021/3852

**Address of Property:** Unit 102/822 Pittwater Road DEE WHY NSW 2099  
**Description of Property:** Lot 2 SP 91852

### Planning Certificate – Part 2

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

#### **1. Relevant planning instruments and Development Control Plans**

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

**1.1a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**1.1b) State Environmental Planning Policies and Regional Environmental Plans**

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

## **1.2 Draft Environmental Planning Instruments**

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

### **1.2 a) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

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

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

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

### **1.2 b) Draft Local Environmental Plans**

## **1.3 Development Control Plans**

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

Warringah Development Control Plan 2011

## **2. Zoning and land use under relevant Local Environmental Plans**

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

### **2.1 Zoning and land use under relevant Local Environmental Plans**

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

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

#### **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

##### **Zone B4 Mixed Use**

## **1 Objectives of zone**

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

## **2 Permitted without consent**

Home-based child care; Home occupations

## **3 Permitted with consent**

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

## **4 Prohibited**

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

## **Additional permitted uses**

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

Nil

## **(e) Minimum land dimensions**

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes

minimum land dimensions for the erection of a dwelling house on the land.

**(f) Critical habitat**

The land does not include or comprise critical habitat.

**(g) Conservation areas**

The land is not in a heritage conservation area.

**(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

**2.2 Draft Local Environmental Plan - if any**

For any proposed changes to zoning and land use, see Part 1.2 b)  
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

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

**3. Complying Development**

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

**a) Housing Code**

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

**b) Rural Housing Code**

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

**c) Low Rise Housing Diversity Code**

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

**d) Greenfield Housing Code**

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

**e) Housing Alterations Code**

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

**f) General Development Code**

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

**g) Commercial and Industrial Alterations Code**

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

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

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

**i) Container Recycling Facilities Code**

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

**j) Subdivisions Code**

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

**k) Demolition Code**

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

**l) Fire Safety Code**

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

**m) Inland Code**

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

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

**4, 4A (Repealed)**

**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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

## **5. Mine Subsidence**

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

## **6. Road widening and road realignment**

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

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

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

Nil

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

Nil

## **7A. Flood related development control Information**

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

## **8. Land reserved for acquisition**

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

## **9. Contribution plans**

The following applies to the land:

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

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

### **Northern Beaches Section 7.12 Contributions Plan 2019**



## **9A. Biodiversity certified land**

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

## **10. Biodiversity Stewardship Sites**

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

## **10A. Native vegetation clearing set asides**

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

## **11. Bush fire prone land**

### **Bush Fire Prone Land**

The land is not bush fire prone land.

## **12. Property vegetation plans**

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

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

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

## **14. Directions under Part 3A**

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

## **15. Site compatibility certificates and conditions for seniors housing**

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

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

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

## **17. Site compatibility certificate and conditions for affordable rental housing**

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

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

## **20. Loose-fill asbestos insulation**

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

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

Contact NSW Fair Trading for more information.

## **21 Affected building notices and building product rectification orders**

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

In this clause:

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

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

## **Additional matters under the Contaminated Land Management Act 1997**

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

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

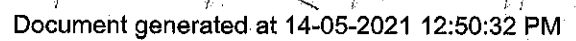
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



**Ray Brownlee PSM**  
**Chief Executive Officer**

**14/05/2021**





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

# Asset Information

## Legend

### Sewer

Sewer Main (with flow arrow & size/type text)	225 PVC
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to Invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshaft EDUCT	
Ventshaft INDUCT	
Property Connection Point (with chainage to downstream MH)	3
Concrete Encased Section	Concrete Encased
Terminal Maintenance Shaft	1.5
Maintenance Shaft	1.5
Rodding Point	
Lamphole	
Vertical	1.5
Pumping Station	SP0882
Sewer Rehabilitation	

### Pressure Sewer

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	AI
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

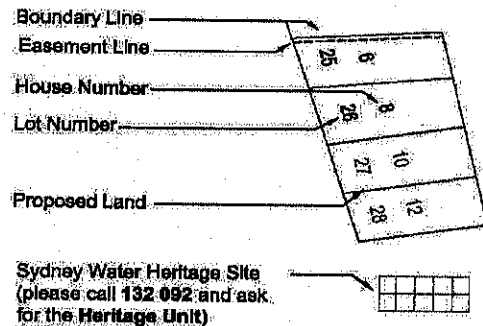
### Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

### Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

### Property Details



### Water

Water Main - Potable (with size/type text)	200 PVC
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	
Stop Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	
Vertical Bends	
Reservoir	
Recycled Water is shown as per Potable above. Colour as indicated	

### Private Mains

Potable Water Main	
Recycled Water Main	
Sewer Main	
Symbols for Private Mains shown grey	

#### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

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

## RESIDENTIAL TENANCY AGREEMENT - NOVAK



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

This Agreement is in 2 parts:

Part 1 – Sets out the terms of the agreement

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

### PART 1 – PAGE 1: TERMS OF THE AGREEMENT

THIS AGREEMENT is made on **23/09/19** at **822 Pittwater Rd Dee Why NSW 2099**.  
BETWEEN:

| **LANDLORD:** LINHLAN DOVER

| **LANDLORDS AGENT:** FRESHWATER MANAGEMENT GROUP PTY TRADING AS NOVAK  
A.B.N 44 770 739 215  
822 PITTWATER ROAD, DEE WHY 2099

| **TENANT:** GUSTAVO PESSUTO PERUZZO AND LUIZA HELENA ESPINA de FRANCO

| **PREMISES:** The landlord gives the tenant the right to occupy the premises at  
**102/822 PITTWATER ROAD, DEE WHY NSW 2099.**

| **PARKING:** SECURE CARSPACE

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

| **RENT:** The rent is: **\$1010.00 PER FORTNIGHT** starting on **05/10/19**.  
**THE TENANT MUST ALWAYS REMAIN 2 WEEKS IN ADVANCE.**

The rent must be paid:

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

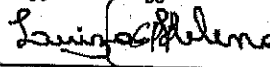
| **TERM:** The term of the agreement is **52 WEEKS** beginning on **05/10/19** and ending on **04/10/20**.

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

| **RENTAL BOND:** A rental bond of **\$2020.00** must be paid by the tenant to the NSW Bond Board on or before signing this agreement.

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

CITY-WIDE MASTER PLUMBING - 0411 802 548; A1 CONNECTED ELECTRICIAN - 0405 765 029  
PROFESSIONAL LOCKSMITHS - 0411 424 973 Luitz or 0418 296 480 Joel

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

**1. REPAIRS: MUST ALWAYS BE IN WRITING**

The tenant understands and agrees that:

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

**2. INGOING CONDITION REPORT**

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

**3. DISHONoured PAYMENTS**

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

**4. WATER USAGE**

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

**5. FIXTURES / PICTURE HOOKS / BLU TAK**

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

**6. LOCKS/SECURITY DEVICES**

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

**7. POT PLANTS**

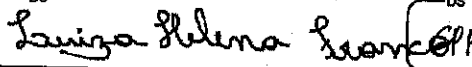
The tenant understands and agrees to put a tray under any internal pot plants and that any damage caused by potted plants to the carpet is to be repaired at the tenants' expense.

**8. CARPET CLEANING**

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

**9. INSPECTIONS**

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

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**10. VACATING**

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

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

**11. KEYS / REMOTES**

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

**12. GROUNDS**

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

**13. SMOKE ALARMS / LIGHT GLOBES**

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

**14. SMOKING**

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

**15. TAPS / DRYERS**

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

**16. NOTICE TO TENANTS/ TELECOMMUNICATIONS SERVICES**

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

**17. HOME CONTENTS INSURANCE**

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

**18. BREAK OF RESIDENTIAL TENANCY AGREEMENT**

The tenant agrees that if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break lease fee of the following amount: If the fixed term of the agreement is for 3 years or less the break fee is 6 weeks rent if you move out in the first half of the fixed term 4 weeks rent if you move out in the second half of the fixed term.

**19. POOL**

The Tenant agrees to maintain the pool on a regular basis. This includes the purchase of chemicals required to maintain the pool. Emptying the skimmer basket on a daily basis.

**20. ANNUAL FIRE INSPECTIONS**

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

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

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

DocuSigned by:

WIZA HELENA ESPINOZA

DocuSigned by:

LUSKANO PESSUTO PERUZZO

SIGNED:

4D3334094E55489...

BD21249B11B14CB

Tenant/s

SIGNED:

Agent

**AUTHORITY FOR PROPERTY:** 102/822 PITTWATER ROAD, DEE WHY NSW 2099.

**TENANT NAME:** GUSTAVO PESSUTO PERUZZO AND LUIZA HELENA ESPINA de FRANCO

The tenant/s acknowledges receipt of the following documents:

- ❖ Lease agreement and bond form
- ❖ Tenant checklist
- ❖ Condition report
- ❖ Condensation & Mould, Blinds & Curtains & Smoke Alarms info sheet
- ❖ Keys as photocopied below

**TENANTS SIGNATURE:** \_\_\_\_\_

**DATE RECEIVED:** \_\_\_\_\_

**RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

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

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

**RENT INCREASES**

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 80 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

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

6. The landlord and the tenant agree:

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

**RENT REDUCTIONS**

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

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

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

9. The landlord agrees to pay:

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

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
- 10.5.1 are separately metered, or
- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

- 11.4 the residential premises have the following water efficiency measures:

- 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
- 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
- 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

**POSSESSION OF THE PREMISES**

13. The landlord agrees:

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

DS  
*Louisa Helena Spencer*  
 Page 2 of 2  
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- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

#### TENANT'S RIGHT TO QUIET ENJOYMENT

##### 14. The landlord agrees:

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

#### USE OF THE PREMISES BY TENANT

##### 15. The tenant agrees:

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

#### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

##### 18. The landlord agrees:

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

#### URGENT REPAIRS

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

- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

#### SALE OF THE PREMISES

##### 20. The landlord agrees:

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

#### LANDLORD'S ACCESS TO THE PREMISES

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

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

#### ALTERATIONS AND ADDITIONS TO THE PREMISES

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

#### LOCKS AND SECURITY DEVICES

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

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

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

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

35. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

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

#### SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

#### SWIMMING POOLS

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

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

#### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

#### ADDITIONAL TERM—BREAK FEE

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount].

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

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

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*Louisa Helena Stancio*  
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 GPP

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

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:
45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

**ADDITIONAL TERM - CONDITION REPORT FROM PRECEDING AGREEMENT**

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

**ADDITIONAL TERM - SPECIAL CONDITIONS FOR FLATS AND BY-LAWS**

- 47.1 Premises that are subject to Clause 35, the tenant will comply with the by-laws and or management statements that apply to the premises.
- 47.2 Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989* does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

**ADDITIONAL TERM - HEALTH ISSUES**

48. The tenant agrees to:
- 48.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and
- 48.2 keep the premises clear of any pests and vermin, and
- 48.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

**ADDITIONAL TERM - NO SET OFF**

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

**ADDITIONAL TERM - PROCEDURE ON TERMINATION**

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

**ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES**

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

**ADDITIONAL TERM - CARE OF SWIMMING POOL**

52. Unless the landlord and tenant have agreed in writing to contrary the following clause applies in the event the property being leased includes a swimming pool.
- 52.1 The tenant will daily or as often as necessary vacuum and clean away leaves and other debris;

- 52.2 The tenant will daily or as often as necessary brush the walls of the pool to remove any build-up of slime or other such moulds;
- 52.3 The tenant will regularly inspect the leaf baskets and remove any build-up of debris;
- 52.4 The tenant will regularly carry out a backwash of the pool filters;
- 52.5 The tenant will maintain the cleanliness and clarity of the water by testing the pool water each month and purchase and apply the recommended chemicals as needed.
- 52.6 The tenant will ensure the level of the water in the pool remains above the filter inlet at all times.
- 52.7 The tenant will inform the landlord or the landlord's agent as soon as possible of any problems with the pool or pool equipment;
- 52.8 The tenant will never interfere with or alter the operation of any safety fence or gate by such means as propping the gate open or in any way allowing unhindered access to the pool; and
- 52.9 The tenant will never leave any kind of item near the safety gate or fence which would permit a child to gain access to the pool area.

**ADDITIONAL TERM - INSURANCE**

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

**ADDITIONAL TERM - TENANCY DATABASES**

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

**SCHEDULE 1 SPECIAL CONDITIONS FOR FLATS****1. Noise**

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

**2. Vehicles**

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

**3. Obstruction of common property**

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

**4. Damage to lawns and plants on common property**

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

- 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.

**5. Damage to common property**

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

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

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

- any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- 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, or
- any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

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

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

- maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

**6. Behaviour of owners and occupiers**

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

**7. Children playing on common property in building**

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

**8. Behaviour of invitees**

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

**9. Depositing rubbish and other material on common property**

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

**10. Hanging out of washing**

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

**11. Preservation of fire safety**

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

**12. Cleaning windows and doors**

An owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

**13. Storage of inflammable liquids and other substances and materials**

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

**14. Garbage disposal**

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

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

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

- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

- (3) An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

**15. Appearance of lot**

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

**16. Change in use of lot to be notified**

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

**17. Compliance with planning and other requirements**

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

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

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

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

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

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

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

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

**2. Continuation of tenancy (if fixed term agreement)**

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

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**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**

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

**6. Warning**

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

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

SIGNED BY THE LANDLORD

In the presence of

SIGNED BY THE TENANT

In the presence of

Name of Witness

Name of Witness

Signature of Landlord

Signature of Tenant

Signature of Witness

Signature of Witness

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

DocuSigned by:

WIZEL HELENA ESPINOZA

4D3334094E55469...

DocuSigned by:

JUSTINA PESSUTO PERUZZO

B021249811B14CB...

Signature of Tenant

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

NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or

Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or

your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

### WARNING—SMOKE ALARMS

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

### WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the TA Act, being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and — — issued by a <i>bank</i> and drawn on itself; or — if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the TA Act;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the parties must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the parties or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the parties in the same proportion as the amount held is paid; and

7.2.6 if the parties do not appoint an arbitrator and neither party requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the property under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the property being a joint service or passing through another property, or any service for another property passing through the property ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the property being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the property due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the property or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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



- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance payable*;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the parties must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the parties or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a party exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the party or the party's solicitor;
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay –
- 20.7.1 if the party does the thing personally – the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the party pays someone else to do the thing – the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any legislation (including any percentage or rate specified in legislation) is also a reference to any corresponding later legislation.
- 20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
  - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind *within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can rescind *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind *within 7 days* after either party serves notice of the refusal; and



- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 If the event does not happen *within* the time for it to happen, either *party* can rescind;
- 29.8.2 If the event involves an approval and an application for the approval is refused, either *party* can rescind;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot rescind under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction.**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, mortgagee details; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with mortgagee details, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the parties must ensure that –
- 30.10.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELN* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the property.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the property to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the parties' *Conveyancing Transaction*;



<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-216 of Schedule 1 to the TA Act; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.