

Contract for the sale and purchase of land 2016 edition

| TERM | MEANING OF TERM | NSW Duty: |
|---|--|---|
| vendor's agent | DRAKE REAL ESTATE Shop 2/18-20 Waterloo Street, Narrabeen 2101 | phone 02 9913 2101 fax 02 9970 7550 ref M. Maclaurin - Wood |
| co-agent | Not Applicable | phone fax ref |
| vendor | NSW TRUSTEE AND GUARDIAN (AS EXECUTOR FOR THE ESTATE OF RAYMOND JOHN VAN DEN ELZEN) 160 Marsden Street, Parramatta 2150 | |
| vendor's solicitor | STACKS HEARD McEWAN 91 Crown Street, Wollongong 2500 PO Box 882, Wollongong 2520 DX 27848 WOLLONGONG COURT | phone 02 4254 5200 fax 02 4254 5220 ref NFH:171952 |
| date for completion | In accordance with additional provision 38 (clause 15) | |
| land (address, plan details and title reference) | 6/39 CLARKE STREET, NARRABEEN 2101 Registered Plan: Lot 6 in Strata Plan 15439 Folio Identifier 6/SP15439 <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies | |
| improvements | <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents: | |

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

| | | | | |
|--------------------------------------|---|--|---|--|
| inclusions | <input type="checkbox"/> blinds | <input type="checkbox"/> dishwasher | <input type="checkbox"/> light fittings | <input type="checkbox"/> stove |
| | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood | <input type="checkbox"/> pool equipment |
| | <input type="checkbox"/> clothes line | <input type="checkbox"/> insect screens | <input type="checkbox"/> solar panels | <input type="checkbox"/> TV antenna |
| | <input type="checkbox"/> curtains | <input type="checkbox"/> other: | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's | | | | phone |
| <input type="checkbox"/> solicitor | | | | fax |
| <input type="checkbox"/> conveyancer | | | | ref |
| price | \$ | | | |
| 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: \$

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

- vendor agrees to accept a **deposit bond** (clause 3) NO yes
- proposed electronic transaction** (clause 30) NO yes
- parties agree that the deposit be invested (clause 2.9) NO yes

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

- land tax is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- margin scheme will be used in making the taxable supply NO yes
- This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
 - by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
 - GST-free because the sale is the supply of a going concern under section 38-325
 - GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
 - input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

Mason & Brophy
 Locked Bag 22
 Haymarket NSW 1238 Tel: 02 8978 3000

List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- 7 section 149(5) information included in that certificate
- 8 service location diagram (pipes)
- 9 sewerage service diagram (property sewerage diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 section 88G certificate (positive covenant)
- 12 survey report
- 13 building certificate given under *legislation*
- 14 insurance certificate (Home Building Act 1989)
- 15 brochure or warning (Home Building Act 1989)
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 old system document
- 19 Crown purchase statement of account
- 20 building management statement
- 21 form of requisitions
- 22 *clearance certificate*
- 23 land tax certificate

Swimming Pools Act 1992

- 24 certificate of compliance
- 25 evidence of registration
- 26 relevant occupation certificate
- 27 certificate of non-compliance
- 28 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

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

Other

- 52 Other:

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.

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—SWIMMING POOLS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it may become payable when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay stamp duty (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.**

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and

- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a *service* for the *property* being a joint *service* or passing through another property, or any *service* for another property passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

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, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

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

17 Possession

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

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached 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 fax to the *party's solicitor*, unless it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however
- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *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
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|-----------------------------|--|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |

| | |
|-------------------------------|---|
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

Additional Provisions

32. Agent Indemnity

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any real estate agent or agency other than the agent or agency nominated in this Contract and hereby agrees to indemnify the Vendor against any claim by any real estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and Client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. This clause shall not merge upon completion.

33. Notice to serve form of transfer and/or complete

If this Contract is not completed on the completion date by the time specified in this Contract:

- (a) the Vendor can serve a notice including a notice served after that time:
 - (i) if the Purchaser has failed to serve the form of Transfer, to require the Purchaser to do so within not less than two (2) business days after service of the notice; or
 - (ii) to require the Purchaser to complete within not less than fourteen (14) days after service of the notice; or
 - (iii) to require both,
and to make the time for doing so essential;
- (b) the Purchaser can serve a notice to require the Vendor to complete within not less than fourteen (14) days after service of the notice and to make the time for doing so essential;
- (c) the periods referred to in this clause are deemed reasonable for all purposes;
- (d) the party giving a notice under this clause can withdraw that notice and subsequently serve a further notice instead of that notice.

34. Delayed Completion

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:

- (a) an amount calculated as ten per cent (10%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed; and
- (b) the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the delay to be allowed by the Purchaser as an additional adjustment on completion.

It is agreed that these amounts are a genuine pre-estimate of the Vendor's loss of interest on the purchase money and for outgoings and additional expenses. It is agreed between the parties that the above interest calculation is a genuine pre-estimate of the damages that would be suffered by the Vendor should the Purchaser not complete this purchase by the completion date.

35. Requisitions

- (a) The printed conditions of this Contract are amended by deleting "twenty-one (21) days" where those numbers and words appear in clause 5.2 and replacing them with "ten (10) days".
- (b) For the purposes of clause 5.1 the Purchaser must only and is deemed to have submitted requisitions in the attached form of requisitions and the Vendor is deemed to have answered those requisitions in accordance with the answers shown on that attached form of requisitions.

36. Limitation of Liability

This limitation of the Vendor's liability applies despite any other provisions of this Contract and extends to all Obligations of the Vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Contract.

- (a) The Vendor enters into this document as Executor of the Will of the late Raymond John Van Den Elzen ("the Estate") and in no other capacity.
- (b) The parties other than the Vendor acknowledge that the Vendor incurs the Obligations solely in its capacity as such Executor and that the Vendor will cease to have any obligation under this document if the Vendor ceases for any reason to be such Executor.
- (c) Subject to subclause 36(g), the Vendor will not be liable to pay or satisfy any Obligations except out of the assets of the Estate.
- (d) Subject to subclause 36(g), the parties other than the Vendor may enforce their rights against the Vendor arising from non-performance of the Obligations only to the extent of the assets of the Estate.
- (e) Subject to subclause 36(g), if any party other than the Vendor does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by bringing proceedings against the Vendor in its personal capacity.
- (f) Subject to subclause 36(g), the parties other than the Vendor waive their rights and release the Vendor from any personal liability whatsoever, in respect of any loss or damage:

- (i) which they may suffer as a result of any:
 - i. breach by the Vendor of any of its Obligations; or
 - ii. non-performance by the Vendor of the Obligations; and
- (ii) which cannot be paid or satisfied out of the assets of the Estate.

- (g) The parties other than the Vendor acknowledge that the whole of this document is subject to this clause 36 and the Vendor shall in no circumstances be required to satisfy any liability of the Vendor arising under, or for non-performance or breach of any Obligations under or in respect of, this document or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the Assets of the Estate under the Vendor's control and in his possession as and when they are available to the Vendor to be applied in exoneration for such liability.

- (h) In this clause the "Obligations" means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Vendor under or in respect of this document, and "Assets" includes all assets, property and rights real and personal of any value whatsoever.

37. Part Deposit

The deposit herein shall be payable as follows:

- (a) As to the sum of \$ _____ upon exchange of Contracts herein; and
- (b) As to the balance of ten percent on or before the completion date;

PROVIDED THAT should the Purchaser/s default under this Contract the Vendor shall be entitled to forfeit to itself the full 10% deposit notwithstanding only part payment thereof.

38. Completion

The date of completion shall be the later of:

1. 42nd day after the date of this Contract; or
2. 14th day after the Vendor notifies the Purchaser of registration of the Transmission Application

In the event registration does not occur within three (3) months from the date of this Contract either party can rescind whereupon the provisions of printed clause 19 shall apply.

39. Amendments to Printed Clauses

Clause 25 is deleted.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **NSW Trustee and Guardian**
Purchaser:
Property: **6/39 Clarke Street, Narrabeen**
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. In relation to any swimming pool on the common property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 and Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed.
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

25. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
27. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

REPLIES TO STRATA REQUISITIONS ON TITLE

1. Noted.
2. Vendor is not aware.
3. Not applicable.
4. No.
5. Not applicable.
6. Noted.
7. Noted.
8. Vendor is not aware.
9. Vendor's Solicitor's office; by appointment.
10. Vendor is not aware.
11. Noted, subject to Contract.
12. Purchaser should rely on own enquiries.
13. Noted.
14. Only if attached to this Contract.
15. (a) Vendor is not aware.
(b) Vendor is not aware.
(c) No.
(d) Only if attached to this Contract.
(e) Vendor is not aware.
16. Vendor is not aware.
17. Vendor is not aware.
18. Vendor is not aware.
19. No; purchaser should rely on own enquiries.
20. Purchaser should rely on own enquiries.
21. No; purchaser should rely on own enquiries.
22. Vendor is not aware.
23. Vendor is not aware.
24. Not agreed.
25. Not applicable.
26. CAC will be provided upon request.
27. Noted, subject to Contract.
28. Not agreed.
29. Noted.
30. Noted

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 6/SP15439

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| ----- | ---- | ----- | ---- |
| 26/10/2017 | 2:45 PM | 6 | 7/2/2015 |

LAND

LOT 6 IN STRATA PLAN 15439
AT NARRABEEN
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

RAYMOND JOHN VAN DEN ELZEN (T AJ237689)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP15439
- 2 AJ237690 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP15439

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 26/10/2017 | 2:45 PM | 12 | 26/7/2017 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 15439
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NARRABEEN
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP15439

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 15439
ADDRESS FOR SERVICE OF DOCUMENTS:
39-49 CLARKE STREET
NARRABEEN 2101

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 SP15439 EASEMENT FOR ELECTRICITY SUBSTATION, CABLES AND
ACCESS AFFECTING THE PART SHOWN SO BURDENED IN THE
TITLE DIAGRAM
T154569 NOW VESTED IN THE SYDNEY COUNTY COUNCIL
- 3 AM592793 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 15439

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 1 | - 55 | 2 | - 52 | 3 | - 52 | 4 | - 54 |
| 5 | - 54 | 6 | - 54 | 7 | - 54 | 8 | - 52 |
| 9 | - 54 | 10 | - 55 | 11 | - 55 | 12 | - 55 |
| 13 | - 59 | 14 | - 59 | 15 | - 59 | 16 | - 59 |
| 17 | - 59 | 18 | - 59 | | | | |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WARNING: CREASING OR FOLDING WILL LEAD TO SELECTION

* OFFICE USE ONLY

COUNCIL'S CERTIFICATE

The Council of the **Warringham Shire Council** has received from the Registrar of Land Titles Act 1973 a copy of the plan of the proposed strata plan for the registration of which the following information has been furnished herein:

Strata plan
 Date: **27.4.80**
 Subdivision No: **978/80**
 Complete or state if incomplete: **Complete**

SURVEYOR'S CERTIFICATE

John Neilson, Peter Sen
18 WHITE ST THE AVENUE HURSTVILLE
 SURVEYORS

- (1) any wall, floor, ceiling or structural member of any part of which the proposed strata plan is a boundary of a proposed lot, exists;
- (2) any floor or ceiling, the upper or under surface of any part of which is a boundary of a proposed lot, exists;
- (3) any wall, floor, ceiling or structural member, by reference to which any boundary of a proposed lot shown in the accompanying plan is a boundary of a proposed lot, exists;
- (4) any lot, floor, ceiling or structural member shown in the accompanying plan, and each proposed lot shown in the accompanying plan, are wholly within the boundaries of the lot shown in the accompanying plan;
- (5) subject to the extent that the building encroaches on a public place;
- (6) signs and gutters of the building encroach on and over any public place, in respect of which signs created by registered proprietors are not shown.

(18) the survey information recorded in the accompanying location plan is accurate.
 Signature: **John M. Neilson**
 Date: **20.7.1980**
 This is sheet 1 of my Plan in **4** sheets.

Signatures, seals and statements of intention to create easements or restrictions as to use.

PURSUANT TO SECTION 7(3) STRATA TITLES ACT 1973 AND SECTION 88B CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-
 1. EASEMENT FOR ELECTRICITY SUBSTATION, CABLES & ACCESS.

For Sec of Meriton Apartments Pty Limited
 Director: *[Signature]*
 Secretary: *[Signature]*

The Common Sec of Inch Development Pty. Limited
 Secretary: *[Signature]*
 Director: *[Signature]*

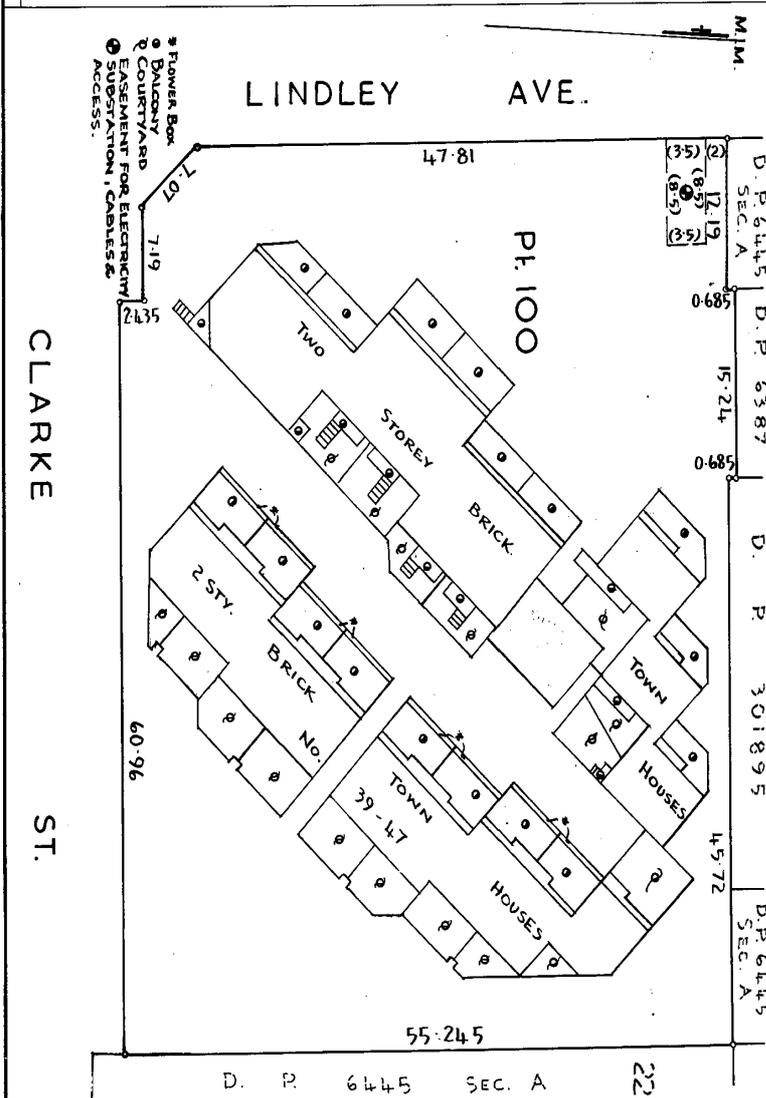


M.P.D. Table of mm SURVEYOR'S REFERENCE: 71259

SUBDIVISION OF
 PLAN OF PT. LOT 100 D.P. 605204
 Man./Shire: **WARRINGAH** Locality: **NARRABEEN**
 Parish: **MANLY COVE** County: **CUMBERLAND**
 Reduction Ratio: **1:400** Lengths are in metres **(m)**

STRATA PLAN 15439
 Registered: **6-5-1980**
 C.A.: **№ 978/80 OF 29-4-80**
 Purpose: **STRATA PLAN**
 Ref. Map: **WARRINGAH SH.42**
 Last Plan: **DP 605204 (DP 64445)**

Name of and *address for service of notices on, the body corporate
 *Address required on original strata plan only.
THE PROPRIETORS OF STRATA PLAN NO. 15439 Nos. 39-47 CLARKE ST, NARRABEEN, 2101



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

Y O I B W O 4 N

C D 121750 CH 513

FORM 2

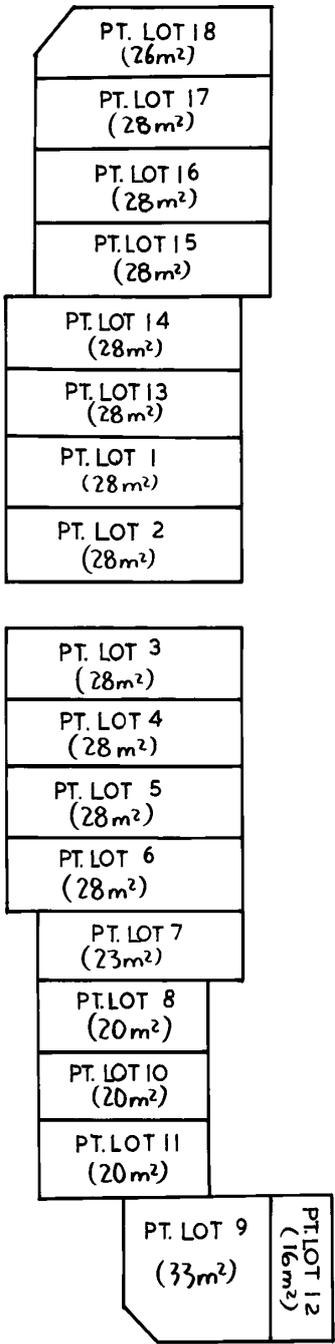
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

STRATA PLAN 15439

LOWER GROUND FLOOR GARAGES

| SCHEDULE OF UNIT ENTITLEMENT | |
|------------------------------|------------------|
| Lot No. | UNIT ENTITLEMENT |
| 1 | 55 |
| 2 | 52 |
| 3 | 52 |
| 4 | 54 |
| 5 | 54 |
| 6 | 54 |
| 7 | 54 |
| 8 | 52 |
| 9 | 54 |
| 10 | 55 |
| 11 | 55 |
| 12 | 55 |
| 13 | 59 |
| 14 | 59 |
| 15 | 59 |
| 16 | 59 |
| 17 | 59 |
| 18 | 59 |
| AGG | 1000 |



ALL AREAS ARE APPROXIMATE.

Reduction Ratio 1:200

Lengths are in metres

John N. Peterson
 Registered Surveyor

SURVEYOR'S REFERENCE: 71259

[Signature]
 Council Clerk

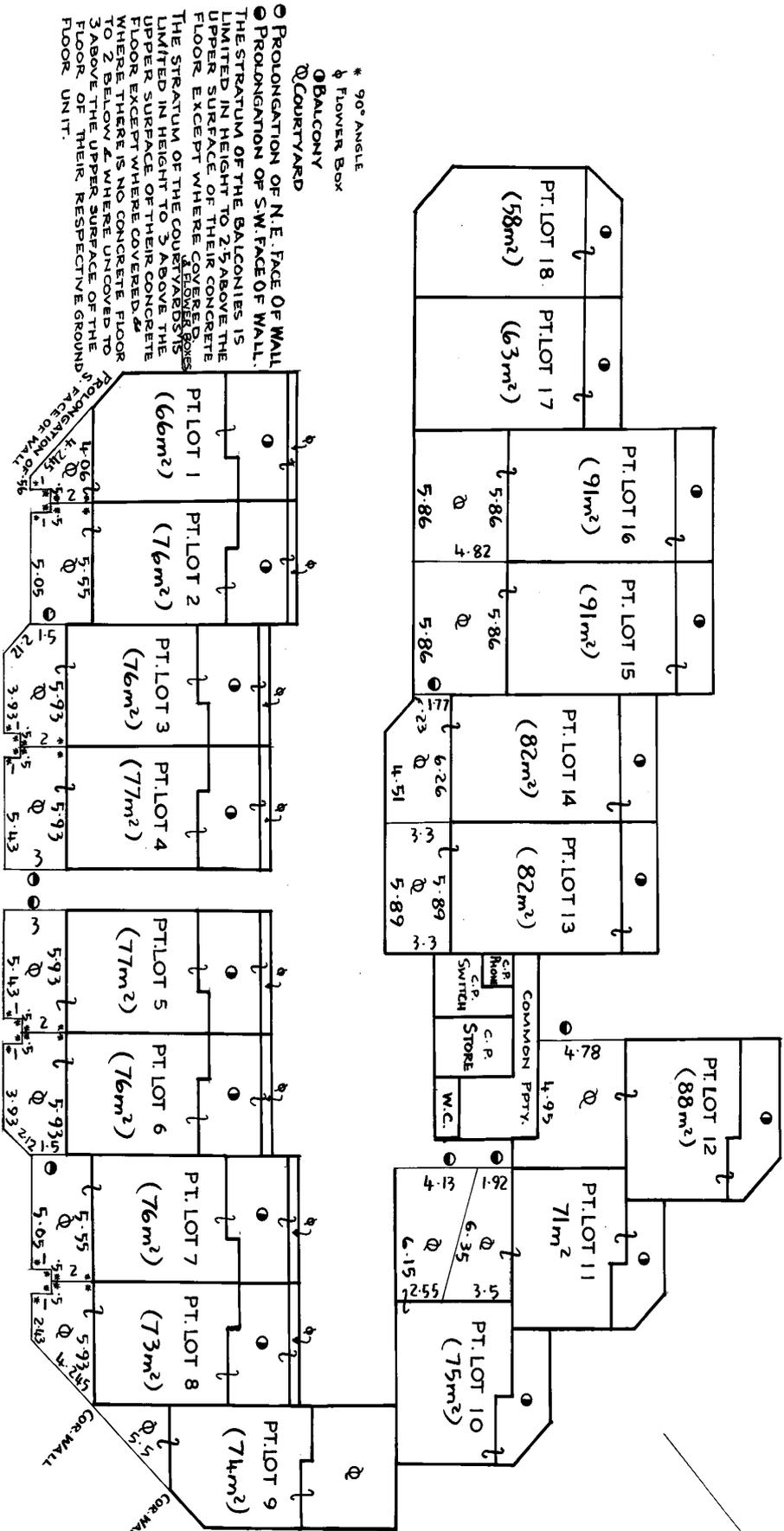


2. 9. 121750 CH 513

OFFICE USE ONLY

STRATA PLAN 15439

GROUND FLOOR



Reduction Ratio 1:200

Lengths are in metres

John M. Peterson
 Registered Surveyor

[Signature]
 Chartered Clerk

SURVEYOR'S REFERENCE: 71259



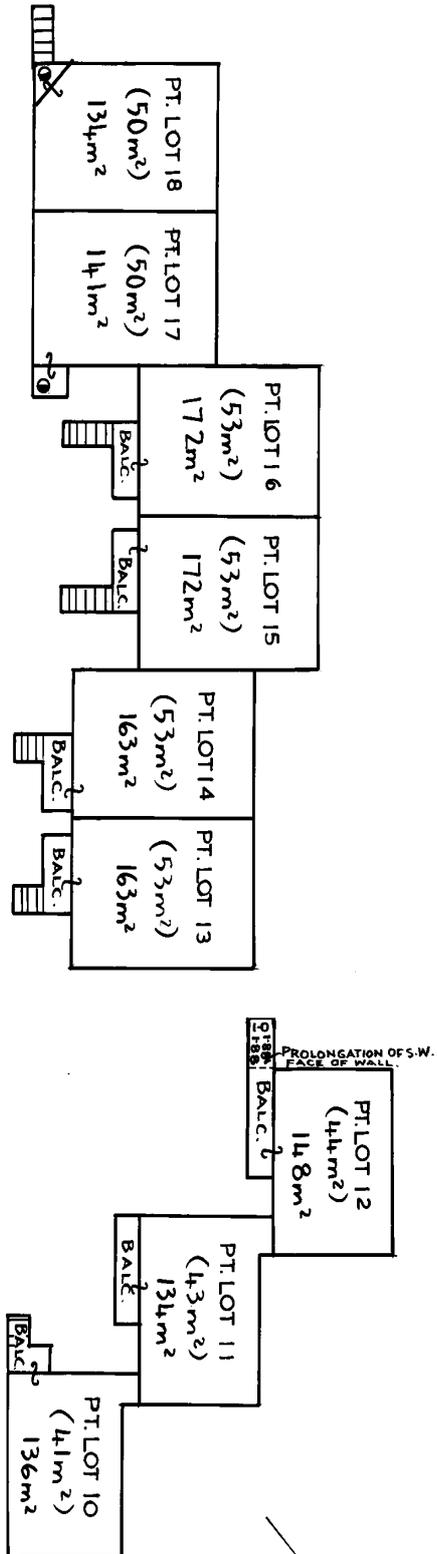
2 b 12732 2H 37

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

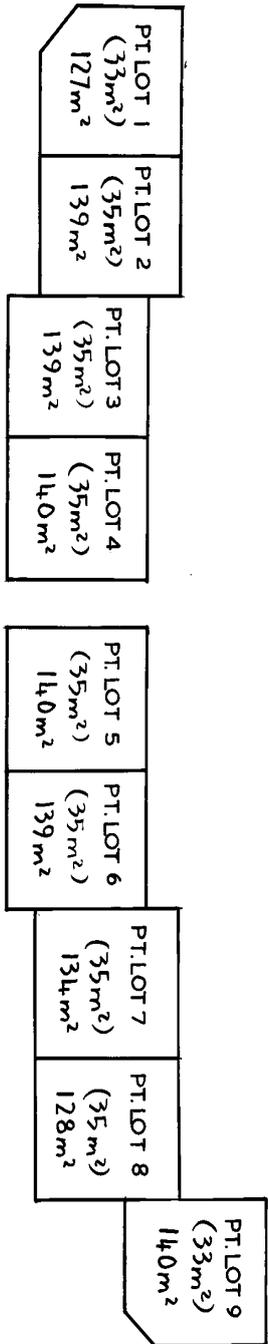
Sheet No. 4 of 4 Sheets

FIRST FLOOR

STRATA PLAN 15439



BALCONY
 ALL AREAS ARE APPROXIMATE.
 THE STRUTUM OF THE BALCONIES & STAIRS IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED.



Reduction Ratio 1 : 200

Lengths are in metres



John W. Rowson
 Registered Surveyor

[Signature]
 Council Clerk

SURVEYOR'S REFERENCE: 71259

S.P. 15439 (E)

WARRINGAH SHIRE COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919-1964 (Sheet 1 of 2 sheets)

Part 1

Plan of Pt. Lot 100 D.P. ~~606912~~
605204

Subdivision covered by Council
Clerk's Certificate No. 978/80
of 29-4-80

Full name and address of the
proprietor of the land

MERITON APARTMENTS PTY. LIMITED &
INCITI DEVELOPMENTS PTY. LIMITED
both of 25 Bligh Street, Sydney,
New South Wales 2000.

1. Identity of easement or
restriction referred to
in abovementioned plan.

Easement for electricity sub-
station, cables and access.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened

Lots, name of road or Authority benefited

Lot
Part/100 in D.P. 606912
Certificate of Title
Volume 14036 Folio 35.
*Being the common property
comprised in S.P. 15439*

Mackellar County Council

Part 2

Plan of Pt. Lot 100 D.P. ~~606912~~
605204

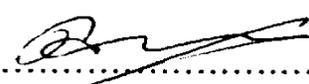
Subdivision covered by Council
Clerk's Certificate No. 978/80
of 29-4-80

2. TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION, CABLES AND ACCESS
REFERRED TO IN ABOVEMENTIONED PLAN.

An easement for the transmission of electricity and for the purpose to install
all necessary equipment (including transformers, underground transmission mains,
wires and cables) together with the right to come and go for the purpose of
inspecting, maintaining, repairing, replacing and/or removing such equipment
and every person authorised by the Mackellar County Council to enter into and
upon the servient tenement or any part thereof at all reasonable times and to
remain there for any reasonable time with surveyors, workmen, vehicles, things
or persons and to bring and place and leave thereon or remove therefrom all
necessary materials, machinery, implements and things provided that the
Mackellar County Council and the persons authorised by it will take all
reasonable precautions to ensure as little disturbance as possible to the
surface of the servient tenement and will restore that surface as nearly as
practicable to its original condition.

This is sheet 1 of a 2 sheet instrument

Approved by Warringah Shire Council.....



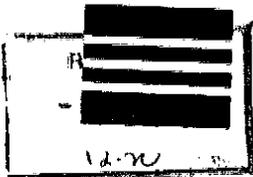
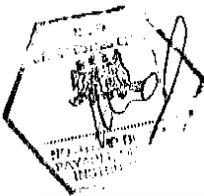
/s/ Shire Clerk.

RP81



30 JUL 1982 13 06

T154569



APPLICATION

REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

AP

| | | |
|-------|--------|---|
| A | 1 of 1 | X |
| \$ 24 | | |

DESCRIPTION OF LAND
 Note (a)

| Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location |
|-------------------------|---|----------|
| SEE ANNEXURE HERETO | WHOLE | |

REGISTERED DEALING
 Note (b)

| Type of Dealing | Registered Number | Torrens Title Reference |
|---------------------------------|-------------------|-------------------------|
| SEE ANNEXURE HERETO Easement | S.P. 15439 | Volume 14036 Folio 35 |

PRESENT REGISTERED PROPRIETOR
 Note (c)

| | |
|--|----------------------|
| THE MACKELLAR COUNTY COUNCIL, THE BRISBANE WATER COUNTY COUNCIL AND ST GEORGE COUNTY COUNCIL | OFFICE USE ONLY N |
|--|----------------------|

Note (d)

is presently recorded as REGISTERED PROPRIETOR of the ~~land above described~~ above mentioned registered dealing s Application is hereby made to record and/or above described land

NEW REGISTERED PROPRIETOR(S)
 Note (e)

| | |
|--|---------------------------------------|
| THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney | OFFICE USE ONLY <i>See run pps</i> |
|--|---------------------------------------|

Note (d)

as REGISTERED PROPRIETOR of the ~~land above described~~ above mentioned registered dealing s and/or land above described

Note (f)

having become entitled pursuant to the provisions of The Gas and Electricity (Sydney County District) Amendment Act, 1979 and proclamations made thereunder to all the assets of the said Mackellar County Council, Brisbane Water County Council and St George County Council.

DATE 5 July 1982

EXECUTION
 Note (g)

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

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

.....
 Signature of Witness

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

.....
 Address and occupation of Witness

B J McMahon
 Signature of Applicant's Solicitor
 B J McMAHON

TO BE COMPLETED BY LODGING PARTY
 Notes (h) and (i)

| LODGED BY | | LOCATION OF DOCUMENTS | |
|--|--|---|--|
| EASTERN SECURITY PURSELL 167 MACQUARIE ST, SYDNEY 2011-9877 DX 103 1520 | | CT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> 12 | Herewith <input type="checkbox"/> In R.G.O. with Produced by |
| Delivery Box Number | | | |

OFFICE USE ONLY

| | | | |
|-------------------|-----------|-----------------------|--|
| Checked <i>g</i> | Passed | REGISTERED 29-10-1982 | |
| Signed <i>EC2</i> | Extra Fee | <i>B J McMahon</i> | |

Registrar General

RAW

RP81

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose, e.g. Application under section 46 (c) Real Property Act, 1900; Application under section 12 (4) Trustee Act, 1925-1942.

When so required under the Stamp Duties Act, 1920, the dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

The following instructions relate to the side notes on the form:

- (a) Description of land. (If the application is only in respect of a registered dealing, rule through this panel.)
 - (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land the subject of the application, e.g. 135/5P1245 or Vol. Fol. 124. Title references should be listed in numerical sequence.
 - (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the application delete the word "WHOLE" and insert the lot and plan number, portion, etc.
 - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chullora. If the locality is not shown, insert the Parish and County, e.g. Ph. Lismore Co. Ross.
- (b) Registered dealing. (If the application is only in respect of a certificate of title, rule through this panel.)
 Show the registered number of the lease, mortgage or charge, and the title reference affected thereby, e.g. Lease—Q123456—Vol. 3456 Fol. 124.
- (c) Show the full name of the registered proprietor as recorded on the Register.
- (d) Strike out "land above described" or "abovementioned registered dealing", whichever does not apply.
- (e) Show the full name, address and occupation or description of the person(s) to be registered as proprietor(s).
- (f) Set out the terms of the request, e.g., consequent upon the appointment of, etc.
- (g) Execution.
 - GENERALLY** (i) Should there be insufficient space for execution of this application, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.
 The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the application is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g. "AB by his attorney (or receiver or delegate, in the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the application is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.
 - CORPORATION** (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g. director secretary) in the corporation.
- (h) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (i) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration.

OFFICE USE ONLY

| DIRECTION: PROP No. OF NAMES: | | FIRST SCHEDULE DIRECTIONS | | | | |
|---|---------|---------------------------|-------------------|-----------------------|---|--|
| (A) FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) | (E) | NAME AND DESCRIPTION | |
| <p>FOR NOTIFICATIONS RE ITEMS 9-20 INCL. OF ANNEXURE, SEE SHEET 4 ATTACHED TO PAPERS T 154569.</p> | | | | | | |
| (F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER) | | (G) DIRECTION | (H) NOTFN TYPE | (I) DEALING NUMBER | (K) DETAILS | |
| <p style="font-size: 2em; font-weight: bold;">1629</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>1892P-176 10664 - 229 12845 - 212 12848-84 14881 13134-40 2702-156 5030-158/9 5824-232 6413-157/163 6415-204</p> </div> | | | | | <p>FOR NOTIFICATIONS RE. ITEMS 1-8 INCL. OF ANNEXURE, SEE SHEETS 3 AND 4 ATTACHED TO PAPERS T 154569.</p> | |

B

ANNEXURE TO APPLICATION RP 81 BY THE SYDNEY COUNTY COUNCIL
DATED 5 JULY 1982

| | | | | |
|---|-----|-----------------------------------|---|---------------------------------|
| | 1. | Easement | S.P.15439 | Volume 14147 Folio 166 ✓ |
| | 2. | S.88B Instrument | D.P.259886 | Volume 14088 Folio 222 — |
| | 3. | Easement | N459783 | Volume 5540 Folio 133 |
| | 4. | Easement | G279303 | Volume 9513 Folio 212 A,B & C ✓ |
| | 5. | Easement | Q624544 | Volume 11594 Folio 73 ✓ |
| ✓ | 6. | Easement | G279985 | Volume 11262 Folio 201,202 * |
| ✓ | 7. | Easement | K134975 | Volume 12356 Folio 58 |
| ✓ | 8. | Lease | Q988145 | Volume 13852 Folio 192 ✗ |
| ✓ | 9. | C/T Vol. 5824 Fol. 232 | Whole | Sans Souci |
| ✓ | 10. | C/T Vol. 6413 Fol. 163 | Whole | Gosford |
| ✓ | 11. | C/T Vol. 6413 Fol. 157 | Whole) excluding Whole) land in) H927887 ✗ | Gosford Gosford |
| ✓ | 12. | Land Grant Vol.5430 Fol. 128 | Whole | Gosford |
| ✓ | 13. | Land Grant Vol. 5430 Fol. 129 | Whole | Gosford |
| ✓ | 14. | Land Grant Vol. 2702 Fol. 156 | Whole | Gosford |
| ✓ | 15. | Land Grant Vol. 12894 Fol. 84 | Whole | Gosford |
| ✓ | 16. | Land Grant Vol. 10664 Fol. 229 | Whole | Gosford |
| ✓ | 17. | Land Grant Vol. 8418 Fol. 204 | Whole | Gosford |
| ✓ | 18. | C/T Vol. 13134 Fol. 40 | Whole | Gosford |
| ✓ | 19. | Land Grant Vol. 10328 Fol. 174 | Whole | Gosford |
| ✓ | 20. | C/T Vol. 12848 Fol. 212 | Whole | Gosford |

✗ IS NOW - C.T. Vol. 11918 Fol. 198.
 * SHOULD BE - C.T. Vol. 11262 FOLS. 202, 207.
 ✗ SHOULD BE - C.T. Vol. 13859 Fol. 192.
 ✗ SHOULD BE - EX. LAND IN F. 967388.

ms 20-10-82

S. P. 15439

WARRINGAH SHIRE COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919-1964 (Sheet 2 of 2 sheets)

Part 2. continued

Plan of Pt. Lot 100 in D.P. 606912-
605204

Subdivision covered by Council
Clerk's Certificate No. 978/80
of 29-4-80

NAME OF PERSON WHOSE CONSENT IS REQUIRED TO RELEASE THE EASEMENT
REFERRED TO IN THE ABOVEMENTIONED PLAN

THE COUNCIL OF THE SHIRE OF WARRINGAH

The Common Seal of:-
MERITON APARTMENTS PTY. LIMITED
was hereunto affixed by authority of the
Board of Directors in the presence of:-



[Handwritten Signature]

.....
Director

.....*J.A. T. Tist*.....
Acting Secretary

The Common Seal of:-
INCITI DEVELOPMENTS PTY. LIMITED
was hereunto affixed by authority of the
Board of Directors in the presence of:-



[Handwritten Signature]

.....
Director

.....*[Handwritten Signature]*.....
Secretary

Approved by Warringah Shire Council.....

[Handwritten Signature]

D/Shire Clerk.

INSTRUMENT SETTING OUT INTERESTS CREATED
PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LODGED WITH S. P. 15439



[Handwritten Signature] 6-5-1980

Form: 15CH
Release: 2.0
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Eleven Legal Pty Ltd

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



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

| | | | | | | | | | | |
|-------------------------|---|-------------------------|--|------|-----------------------------------|------------|--------------|---|------|----|
| (A) TORRENS TITLE | For the common property CP/SP15439 | | | | | | | | | |
| (B) LODGED BY | <table border="1"> <tr> <td data-bbox="313 451 462 546">Document Collection Box</td> <td data-bbox="462 451 1372 483">Name, Address or DX, Telephone, and Customer Account Number if any</td> </tr> <tr> <td data-bbox="313 567 462 609">390G</td> <td data-bbox="462 567 1372 609">SPECTRUM CLIENT SOLUTIONS 131493N</td> </tr> <tr> <td data-bbox="313 609 462 646">Reference:</td> <td data-bbox="462 609 1372 646">ELEVEN LEGAL</td> </tr> </table> | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | 390G | SPECTRUM CLIENT SOLUTIONS 131493N | Reference: | ELEVEN LEGAL | <table border="1"> <tr> <td data-bbox="1372 451 1542 483">CODE</td> </tr> <tr> <td data-bbox="1372 567 1542 646">CH</td> </tr> </table> | CODE | CH |
| Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | | | | | | | | | |
| 390G | SPECTRUM CLIENT SOLUTIONS 131493N | | | | | | | | | |
| Reference: | ELEVEN LEGAL | | | | | | | | | |
| CODE | | | | | | | | | | |
| CH | | | | | | | | | | |

- (C) The Owners-Strata Plan No 15439 certify that a special resolution was passed on 1 JULY 2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No _____
Added by-law No _____ Special By-Law 14
Amended by-law No _____
as fully set out below.
See annexure "A" hereto
- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of the Owners-Strata Plan No 15439 was affixed on 1 JULY 2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal.—

Signature(s): *Chris Miller*

Name(s): CHRIS MILLER.

Authority: STRATA MANAGING AGENT
MASON AND BROWN STRATA MANAGEMENT PTY LTD



Signature(s): _____

Name(s): _____

Authority: _____

Strata Scheme No. 15439

Annexure A – Change of By-Laws

Special By-Law 14

1) DEFINITIONS

In this Special By-Law, the following terms are identified to mean:

- “Owner” means the owner or owners for the time being of Lot 13 in Strata Plan 15439.
- “The Works” means the works for the renovation of the bathroom and laundry of Lot 13 in Strata Plan 15439, including but not limited to:
 - Removal of existing door;
 - Removal of vanity, toilet suite, washer and dryer;
 - Removal of all water and floor tiles;
 - Removal of all render back to brickwork;
 - New hot and cold water service for new layout and washing machine;
 - Prepare waste for shower and washing machine tub;
 - Run wiring for powerpoints to facilitate washing machine/dryer and above benchtop in laundry;
 - Render all walls from floor to ceiling;
 - Waterproofing shower recess and bathroom/laundry floor to Australian standards;
 - Tile walls to ceiling height and tile floor in bathroom;
 - Tile shirting tile and splashback above benchtop in laundry;
 - Install new benchtop and overhead cabinets in laundry;
 - Install shower tapware, laundry tub tapware, washing machine tapware and toilet suite;
 - Install and finish off all powerpoints and switch plate;
 - Painting;
 - Install new bi-fold door for doorway;
 - Fixing of toilet roll holder and accessories;
 - Clean up job site.
- “The Owners Corporation” means The Owners – Strata Plan No. 15439
- Any other term used in this Special By-Law shall have the meaning defined in the *Strata Schemes Management Act 2015*.

2) RIGHTS

- a. The Owner shall be entitled, at their own expense, to carry out the Works and, to the extent necessary, the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the Common Property necessary to undertake and keep the Works subject to the conditions set out below.

3) CONDITIONS

- a. The Works will be carried out at the cost of the Owner.
- b. The Works shall be done:
 - i. In a proper and workmanlike manner and by duly licensed contractors;
 - ii. In accordance with any requirements of Northern Beaches Council (if their approval is otherwise required to complete the Works); and
 - iii. In accordance with any other reasonable requirements of the Owners Corporation.

- c. The Owner must provide the Owners Corporation (if required otherwise to complete the Works), satisfactory evidence of approval by Northern Beaches Council and/or any other competent authority.
- d. When carrying out the Works, the Owner and their appointed agents and tradesmen must:
 - i. Protect all areas of the building outside their Lot from damage when carrying out the Works;
 - ii. Keep all areas of the building outside their Lot clean and tidy when carrying out the Works;
 - iii. Remove all debris resulting from the Works immediately from the Lot and any Common Property; and
 - iv. Comply with the all other relevant By-laws.
- e. The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works, and will make good that damage.
- f. The Owner shall be responsible for maintenance, upkeep and, whenever necessary, renewal or replacement of those parts of the Common Property the subject of this by-law

This is page ²~~3~~ of a total of ²~~3~~ and is the annexure to the Change of By-Laws form by the Owners – Strata Plan 15439.

The Common Seal of The Owners – Strata Plan No 15439 was affixed on 1 July 2017 in the presence of:

Signature(s): CMR

Name(s): CHRIS MILLER - STRATA MANAGING AGENT - MASON AND BROPHY STRATA MANAGEMENT PTY LTD
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



ANNEXURE "B"

1 Noise

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

Note: This by-law was previously by-law 12 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 13 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

2 Vehicles

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

Note: This by-law was previously by-law 13 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 14 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

Note: This by-law was previously by-law 14 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 15 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

Note: This by-law was previously by-law 15 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 16 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

Note: This by-law is subject to sections 109 and 110 of the Strata Schemes Management Act 2015.

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

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

- (a) any locking or other safety device for protection of the owner's lot against intruders, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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

(5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note: This by-law was previously by-law 16 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 17 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note: This by-law was previously by-law 17 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 18 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note: This by-law was previously by-law 18 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 19 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

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.

Note: This by-law was previously by-law 19 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 20 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

9 Depositing rubbish and other material on common property

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

Note: This by-law was previously by-law 20 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 21 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

10 Drying of laundry items

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

Note: This by-law was previously by-law 21 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 22 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

11 Cleaning windows and doors

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

Note: This by-law was previously by-law 22 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 23 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

12 Storage of inflammable liquids and other substances and materials

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

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

Note: This by-law was previously by-law 23 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 24 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

13 Moving furniture and other objects on or through common property

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

Note: This by-law was previously by-law 24 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 25 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

14 Floor coverings

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

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

Note: This by-law was previously by-law 25 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 26 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

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

(e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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

Note: This by-law was previously by-law 26 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 27 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

16 Keeping of animals

(1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

Note: This by-law was previously by-law 27 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 28 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

17 Appearance of lot

(1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

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

Note: This by-law was previously by-law 29 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 30 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

18 Notice board

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

Note: This by-law was previously by-law 3 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and by-law 3 in Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986.

19 Change in use of lot to be notified

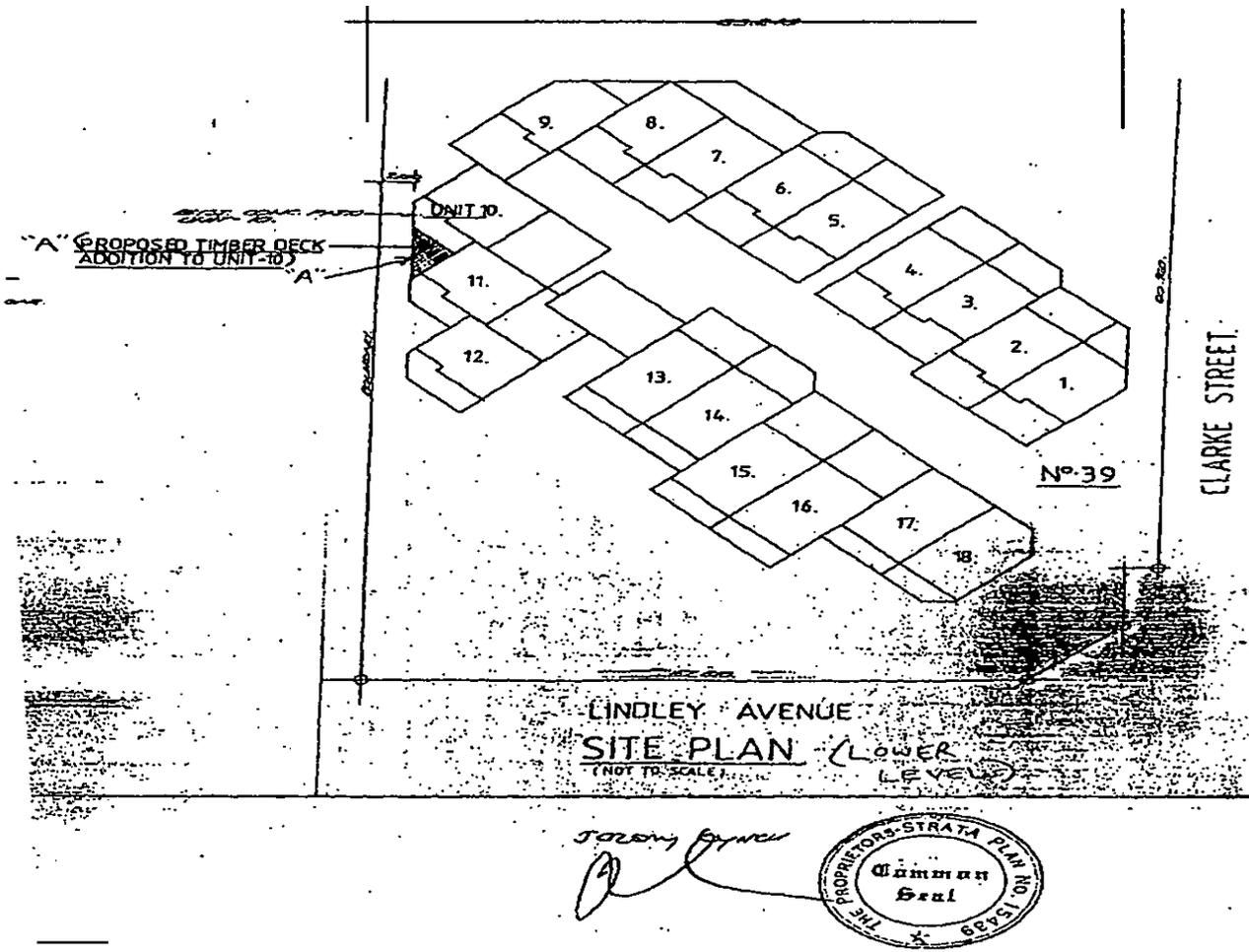
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being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

ADDED BY-LAW 31

That the Proprietor for the time being of Lot 10 shall have the right of exclusive use and enjoyment of the area of common property annotated "A"

shown in the drawing annexed hereto subject to the following conditions.

- (i) Any additional costs presently the duty of the Owners Corporation regarding the said area annotated "A" shall be to the account of the Proprietor of Lot 10 including removal of the deck should the Owners Corporation need to service its common property in or about the subject deck area annotate "A".
- (ii) The Proprietor of Lot 10 shall be responsible for the proper maintenance of that area



- (iii) Screening in the form of foliage is to be placed and maintained in the northwest corner of the subject deck at the cost of the Proprietor of Lot 10.

SPECIAL BY-LAW 1

On the conditions set out in this By-Law, the owner for the time being of any residential Lot ("**the owner**") may install with the written permission of the Owners Corporation, and shall have a right of exclusive use of the air conditioning units existing and servicing the lot ("**the unit**") including its ancillary condensers, ducting, wiring, controls and other fittings.

Conditions and Stipulations

- (1) The owner must:
 - i. comply with any order or requirement of the local Council, tribunal or court having jurisdiction;
 - ii. comply with the manufacturer's specifications;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards;
 - iv. comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to supervise or to inspect the works, for the purpose of ensuring compliance with the provisions of this condition.
Any additional works undertaken by paragraph (iv) shall form part of the works for the purpose of this By-Law.
- (2) The owner must conceal the electrical and coolant lines of the units from view, as far as possible.
- (3) The owner must ensure that, subject to any statutory requirements or requirements of the local Council, condensation and run-off from the units are drained through lines to existing drains or downpipes.
- (4) The owner must not use the units if their use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it, or of the common property by any person entitled to use it.
- (5) The owner must maintain the units in a state of good and serviceable repair and appearance, and must renew or replace them whenever necessary or as reasonably required by the Owners Corporation.
- (6) The owner, at their own cost must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the either or both units.
- (7) The owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the units had not been installed.
- (8) The owner may remove the units, and after doing so must restore the common property to its original condition.
- (9) The lot owner, if required, must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and.

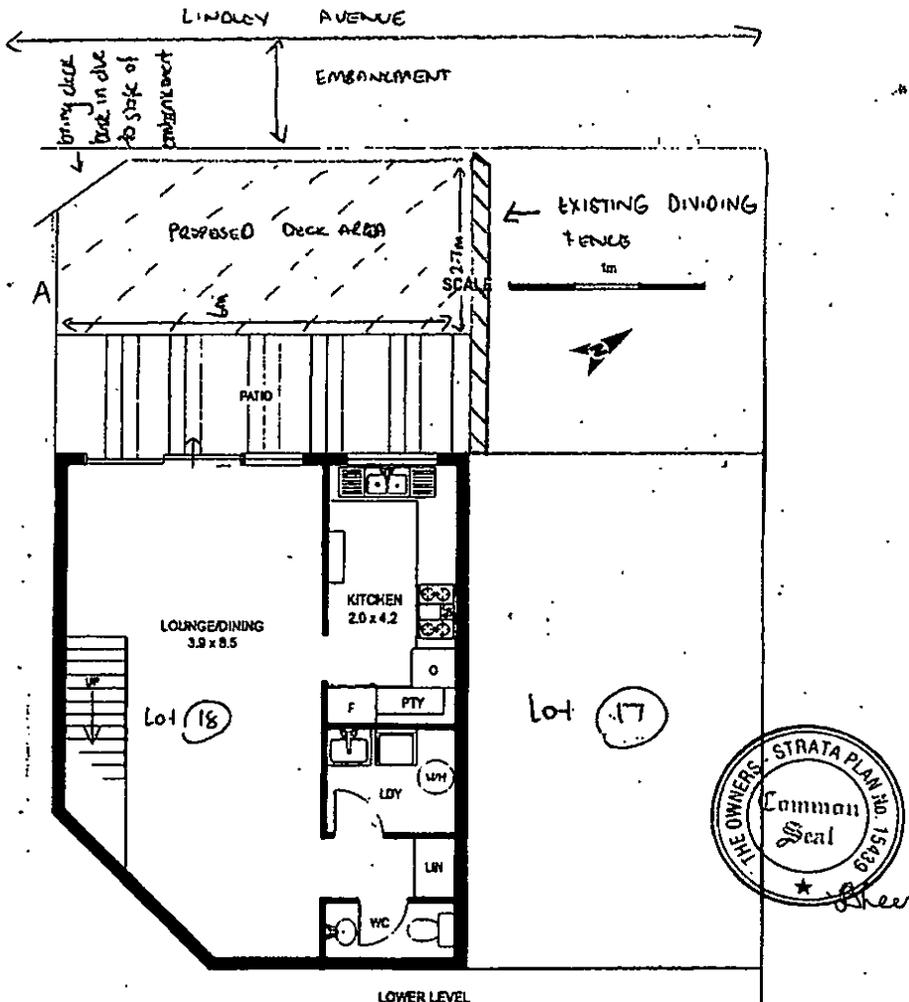
SPECIAL BY-LAW 6

That the Proprietor for the time being of Lot 18 shall have the right of exclusive use and enjoyment of the area of common property

hatched and annotated "N" as shown in the drawing annexed hereto subject to the following conditions:

- (1) any additional costs of fencing to that presently the duty of the Owners Corporations regarding the said area annotated "A" shall be to the account of the Proprietor of Lot 18 including removal of the deck should the Owners Corporation need to service its common property in or about the subject deck area annotated "A".
- (2) The Proprietor of Lot 18 shall be responsible for the proper maintenance of that hatched area annotated "A".

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1. The deck would commence at the existing patio and run out 2.7m.
2. The deck will be wooden and visually look like the already existing decks on Lot 15 + 13.
3. The deck will not impede pedestrian access along the embankment at all as it stops at the already existing dividing fence.
2 of 4

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M/C. IAN BRADLEY
Fax 9438 8356

From Alan Soutar, 20/02.

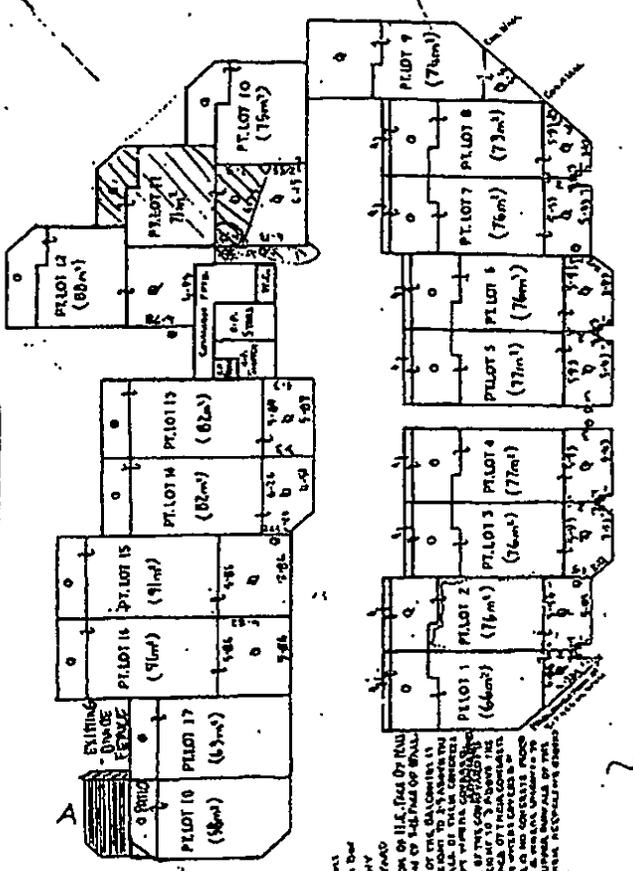
FORM 2

UNDESIRABLE CHANGES OR JOINTING WILL LEAD TO OBJECTION



STRATA PLAN (5439)

CLOSED FLOOR



Prepared by: 10/10
John A. P. Soutar

2 15.12.98

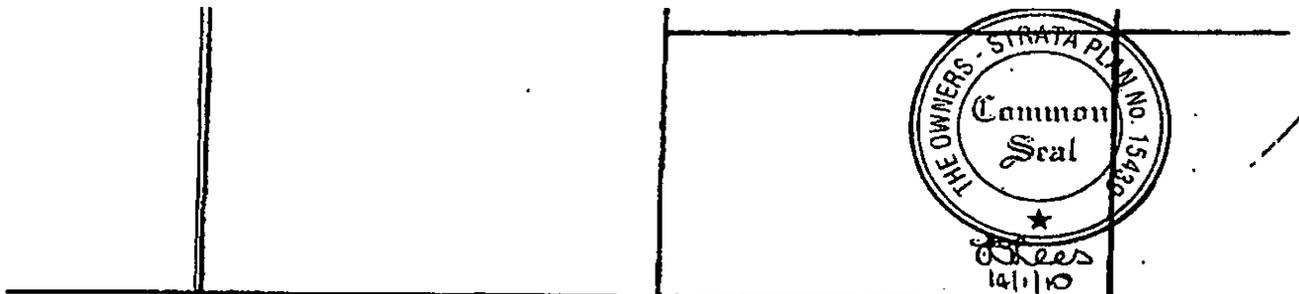
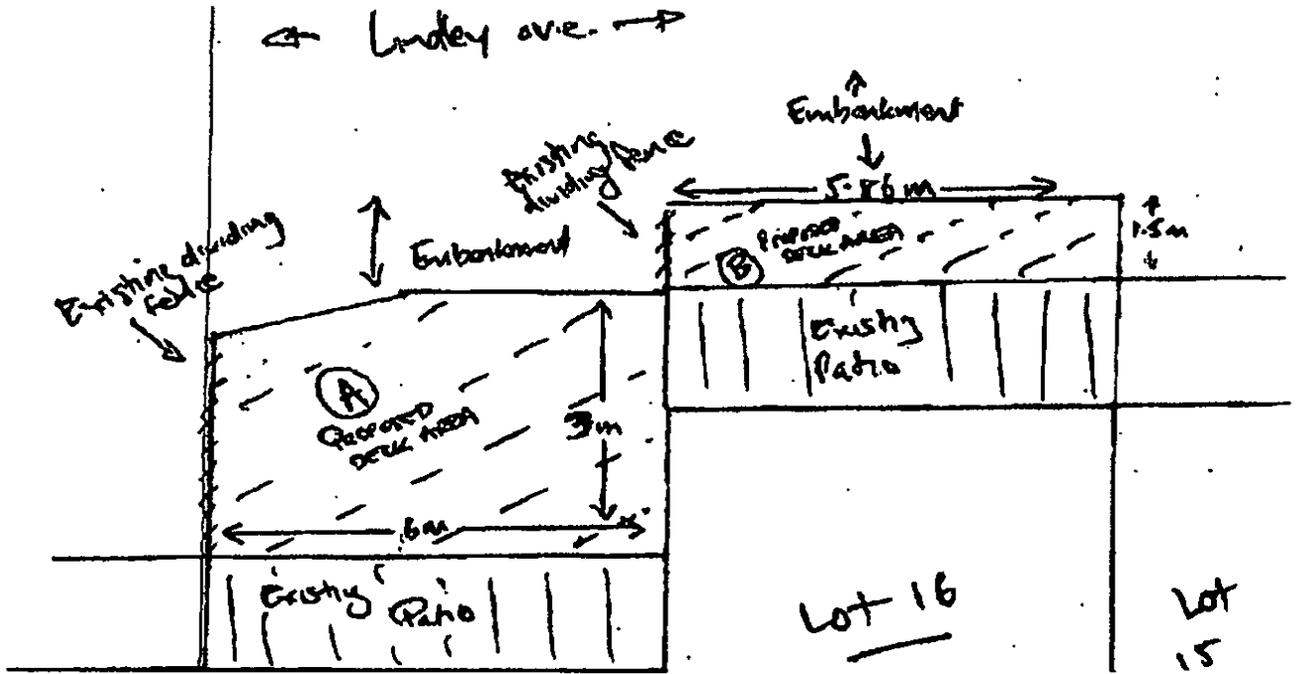
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SPECIAL BY-LAW 7

On the following conditions, the owners of Lot 16 and Lot 17 ("the owners") shall have a special privilege in respect of the common property to install a deck servicing Lot 16 and Lot 17 and to maintain those decks.
 That the Proprietors for the time being of Lot 16 and Lot 17 shall have the right of exclusive use and enjoyment of the areas of common property hatched and annotated "A" and "B" as shown in the drawing annexed hereto subject to the following conditions:-

- (1) Any additional costs of fencing to that presently the duty of the Owners Corporation regarding the said areas annotated "A" and "B" shall be to the account of the Proprietors of Lot 16 and Lot 17 including removal of the deck should the Owners Corporation need to service it's common property in or about the subject deck areas annotated "A" and "B".
- (2) The Proprietors of Lot 16 and Lot 17 shall be responsible for the proper maintenance of those hatched areas annotated "A" and "B".



two new proposed decks would commence at existing paths
 run out 3m (Lot 17) & 1.5m (Lot 16)
 (A) would be sole responsibility of lot 17. Deck B
 will be sole responsibility of lot 16.
 will be wooden and visually similar to lot 15, 13 & lot 8's
 deck.
 pedestrian inaccessibility along embankment.

David Kees

Special By-Law 8

(1) DEFINITIONS

The following terms are identified to mean:

"Owner" means the Owner or Owners for the time being of Lot 2 in strata scheme 15439

"The Works" means works undertaken by the Owner to remove internal walls in lot 2 as shown on the diagram that is annexed hereto and marked "Annexure A" and install a supporting steel beam in place of the section of wall removed.

"Owners Corporation" means The Owners Strata Plan no 15439

Where any terms used in this by-law are deemed in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

(2) RIGHTS

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works and - to the extent necessary - the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Work and any additions comprised in the work which will become common property subject to the conditions set out below.

(3) CONDITIONS

a. APPROVALS

The Owner must provide the Owners Corporation:

- i. satisfactory evidence of approval by Warringah Council ("the Council"), if necessary, and any other competent authority in respect of the Works; and
- ii. a written report by an engineer ("the Structural Engineer") approved by the Owners Corporation (such approval not to be unreasonably withheld) to the effect that the work will not affect the structural integrity of the building.

b. PERFORMANCE OF THE WORKS

When carrying out the Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- iii. remove all debris resulting from the Works immediately from the lot; and
- iv. comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the carrying out of the Works.

c. LIABILITY

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works and will make good that damage immediately after it has occurred.

d. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the Common Property including liability under section 65(6) in respect of any property of the Owner.

e. MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law.

f. COST OF THE WORKS

The Works will be carried out at the cost of the Owner.

g. LICENSED CONTRACTOR

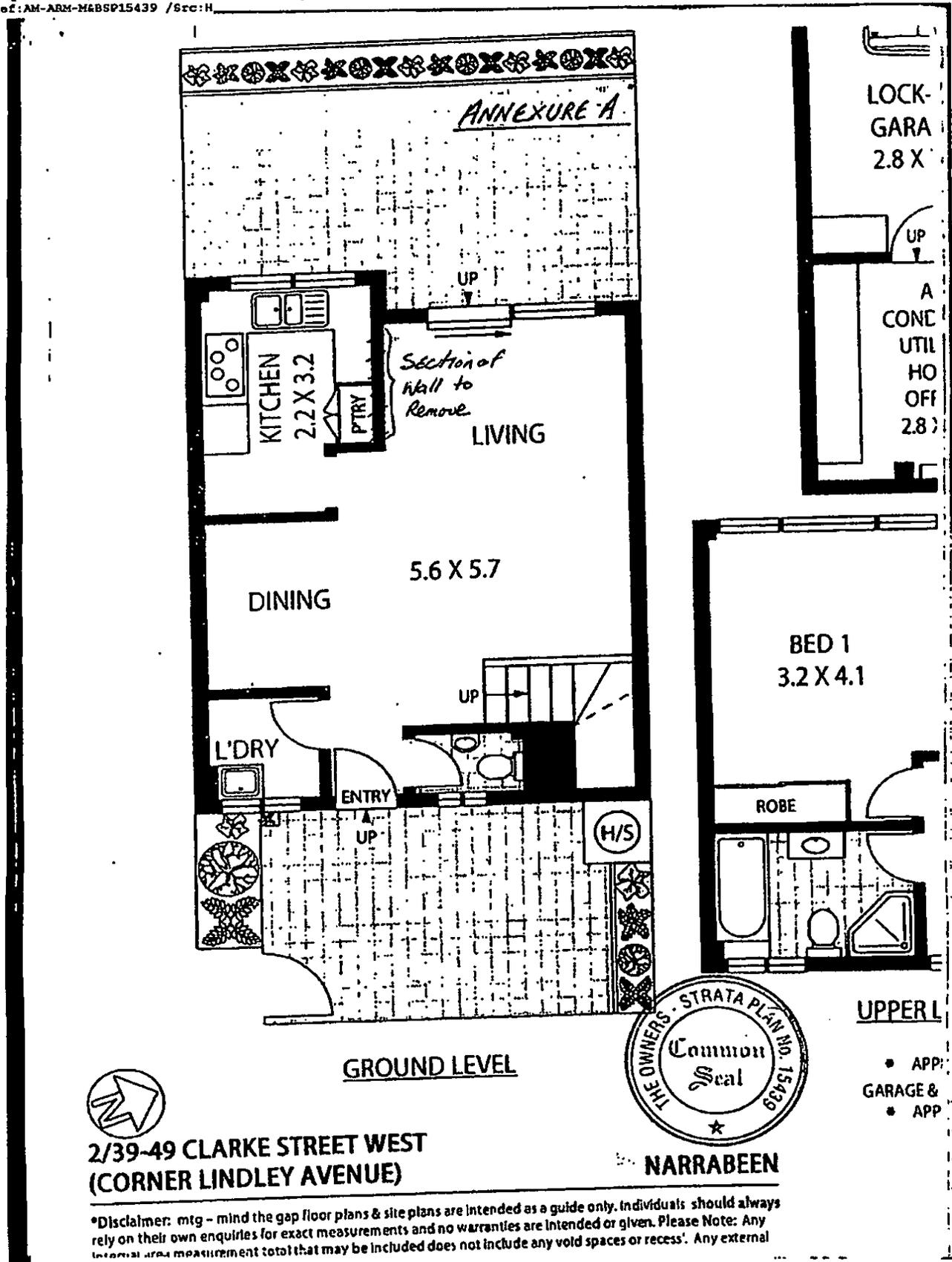
The Works shall be done:

- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
 - (a) the local council if the Works are of a nature that requires development consent from the local council;
 - (b) the Structural Engineer;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

h. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

- i. carry out all work necessary to perform its obligation;
- ii. enter upon any part of the lot to carry out that work; and
- iii. recover the costs of carrying out that work from the defaulting Owner.



Special By-Law 9

(1) DEFINITIONS

The following terms are identified to mean:

"Owner" means the Owner or Owners for the time being of Lot 18 in strata scheme 15439

"The Works" means works undertaken by the Owner to remove internal walls in lot 18 as shown on the diagram that is annexed hereto and marked "Annexure A" and install a supporting steel beam in place of the section of wall removed.

"Owners Corporation" means The Owners Strata Plan no 15439

Where any terms used in this by-law are deemed in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

(2) RIGHTS

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works and - to the extent necessary - the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Work and any additions comprised in the work which will become common property subject to the conditions set out below.

(3) CONDITIONS

a. APPROVALS

The Owner must provide the Owners Corporation:

- i. satisfactory evidence of approval by Warringah Council ("the Council"), if necessary, and any other competent authority in respect of the Works; and
- ii. a written report by an engineer ("the Structural Engineer") approved by the Owners Corporation (such approval not to be unreasonably withheld) to the effect that the work will not affect the structural integrity of the building.

b. PERFORMANCE OF THE WORKS

When carrying out the Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- iii. remove all debris resulting from the Works immediately from the lot; and
- iv. comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the carrying out of the Works.

c. LIABILITY

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works and will make good that damage immediately after it has occurred.

d. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the Common Property including liability under section 65(6) in respect of any property of the Owner.

e. MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law.

f. COST OF THE WORKS

The Works will be carried out at the cost of the Owner.

g. LICENSED CONTRACTOR

The Works shall be done:

- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
 - (a) the local council if the Works are of a nature that requires development consent from the local council;
 - (b) the Structural Engineer;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

h. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

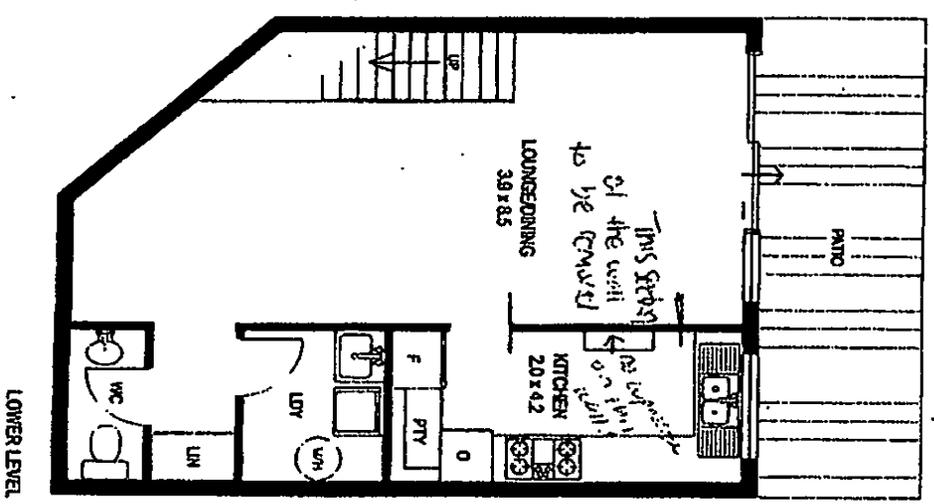
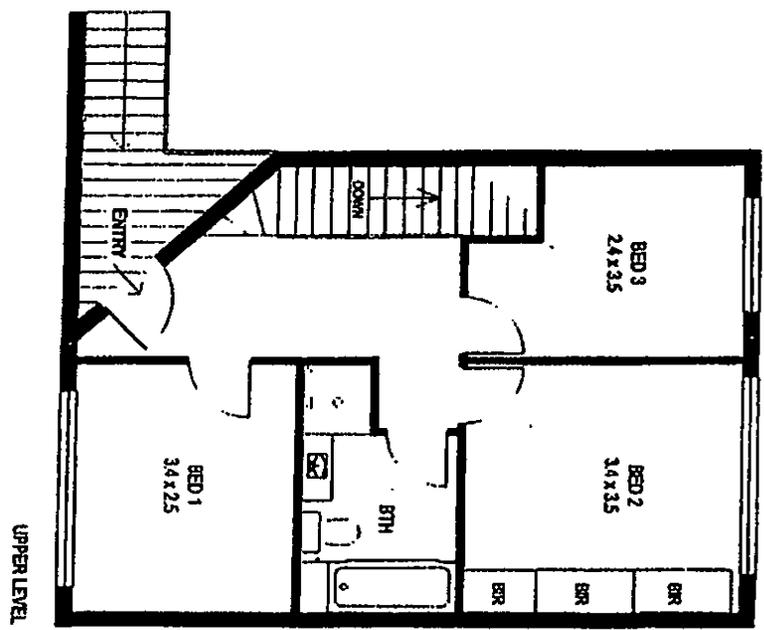
- i. carry out all work necessary to perform its obligation;
- ii. enter upon any part of the lot to carry out that work; and
- iii. recover the costs of carrying out that work from the defaulting Owner.

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Ref:AM-ARM-M&BSP15439 /Src:H

"A"

1839 CLARKE STREET
NARRABEEN NSW 2101

Annexure 'A'



Dated 27/9/11 5/5

15/25

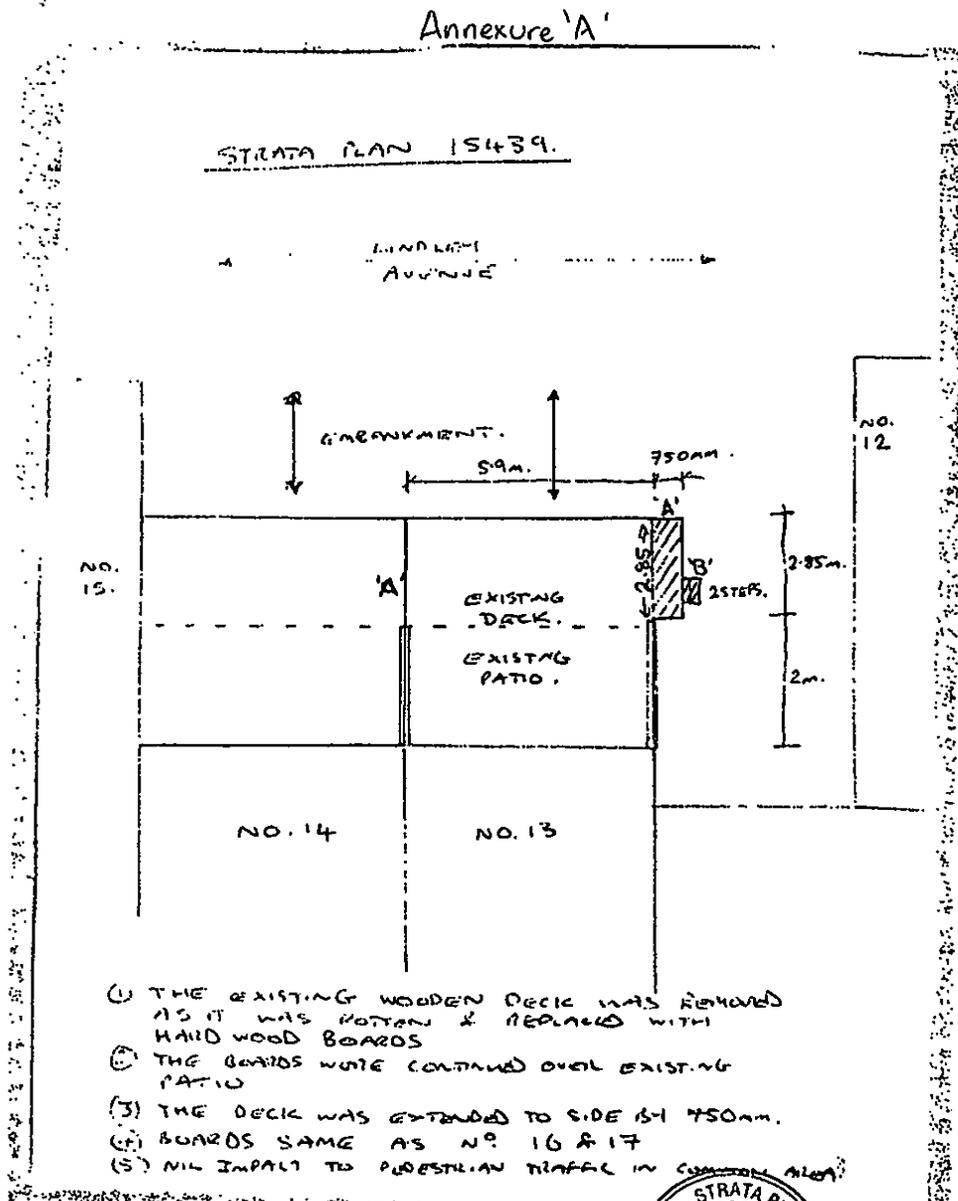
Special By-Law 10

That the Owners Corporation specially resolved, pursuant to Section 52 of the Strata Schemes Management Act 1996 to make an additional By-Law in the following terms:-

Special By-Law No 10

- 1.1 On the following conditions, the owners of Lot 13 ("the owner") shall have a special privilege in respect of the common property to replace the existing deck, to extend one side of the deck by 750mm and install 2 stairs off the deck servicing Lot 13 and to maintain that deck and stairs.
- 1.2 That the Proprietors for the time being of Lot 13 shall have the right of exclusive use and enjoyment of the areas of common property hatched and annotated "A" and "B" as shown in the drawing annexed hereto and marked Annexure "A" subject to the following conditions:-
- 1.3 Any additional costs of fencing to that presently the duty of the Owners Corporation regarding the said areas annotated "A" and "B" shall be to the account of the Proprietors of Lot 13 including removal of the deck should the owners Corporation need to service its common property in or about the subject replacement deck and areas annotated "A" and "B".
- 1.4 The Proprietors of Lot 13 shall be responsible for the proper maintenance of the replacement deck area on common property and those hatched areas annotated "A" and "B".

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Special By-Law 11

(1) DEFINITIONS

The following terms are identified to mean:

"Owner" means the Owner or Owners for the time being of Lot 13 in strata scheme 15439

"The Works" means works undertaken by the Owner to remove internal walls in lot 13 as shown on the diagram that is annexed hereto and marked "Annexure A" and install a ultralintel to provide replacement support.

"Owners Corporation" means The Owners Strata Plan no 15439

Where any terms used in this by-law are deemed in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

(2) RIGHTS

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works and - to the extent necessary - the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Work and any additions comprised in the work which will become common property subject to the conditions set out below.

(3) CONDITIONS

a. APPROVALS

The Owner must provide the Owners Corporation:

- i. satisfactory evidence of approval by Warringah Council ("the Council"), if necessary, and any other competent authority in respect of the Works; and
- ii. a written report by an engineer ("the Structural Engineer") approved by the Owners Corporation (such approval not to be unreasonably withheld) to the effect that the work will not affect the structural integrity of the building.

b. PERFORMANCE OF THE WORKS

When carrying out the Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- iii. remove all debris resulting from the Works immediately from the lot; and
- iv. comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the carrying out of the Works.

c. LIABILITY

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works and will make good that damage immediately after it has occurred.

d. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the Common Property including liability under section 65(6) in respect of any property of the Owner.

e. MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law.

f. COST OF THE WORKS

The Works will be carried out at the cost of the Owner.

g. LICENSED CONTRACTOR

The Works shall be done:

- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
 - (a) the local council if the Works are of a nature that requires development consent from the local council;
 - (b) the Structural Engineer;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

h. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

- i. carry out all work necessary to perform its obligation;
- ii. enter upon any part of the lot to carry out that work; and
- iii. recover the costs of carrying out that work from the defaulting Owner.

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Ref:AM-ARM-msbasp15439 /Src:H

DIRECTORS
Stewart McGeady Rick Wray Brad Seghers



Date: 16th May 2014
Client: Andrew Chenery

Job No. 140508
Engineer: MABB/SM

Site: 13/39 Clarke Street, Narrabeen.

At the request of Andrew Chenery, Simon Mabb of Northern Beaches Consulting Engineers P/L carried out a site inspection at the above property on the 2nd May 2014. The purpose of the visit was to inspect and comment on the capacity of the existing structure to support the proposed alterations as indicated on SK1.

The assessment was limited to the proposed wall alterations and consisted of a walk over style inspection of the building. The two storey building is constructed with brick walls, concrete floors, and a tiled roof.

The proposed works include the removal of a section of wall between the kitchen and living room to form a new servery.

The walls are considered sound and provide an adequate structure for the proposed works, provided that engineering plans are compiled with. The works are not expected to adversely affect the buildings overall structural integrity.

The new opening between the kitchen and living room is to be no greater than 1500mm wide and a 170x110 Uitrintel (L1) must be installed to support the brickwork above the new opening (see attached SK1 - SK3). A minimum of two brick courses is required over the lintel.

The brickwork and slab over must be temporary propped while the wall is removed and the new lintel is installed. The props must not be removed until the lintel has been installed and non-shrink grout has set.

Note: This certification does not cover any defects to the structure that were not included for assessment at the time of inspection. In the event that defects are uncovered during construction or become apparent after construction is complete, then the engineer should inspect the areas of concern and prepare a specification for remedial works. (These works will be carried out at hourly rates.) The procedure above in no way relieves the builder of their usual construction obligations.

If the proposed works are to be certified in accordance with this report, they must be inspected by Northern Beaches Consulting Engineers while exposed. An additional fee applies.

Please contact the undersigned with any questions relating to the contents of this report.

Yours sincerely

NORTHERN BEACHES CONSULTING ENGINEERS P/L

Stewart McGeady
BE MIEAust Director

MEMBER OF THE ENGINEERING COUNCIL OF AUSTRALIA

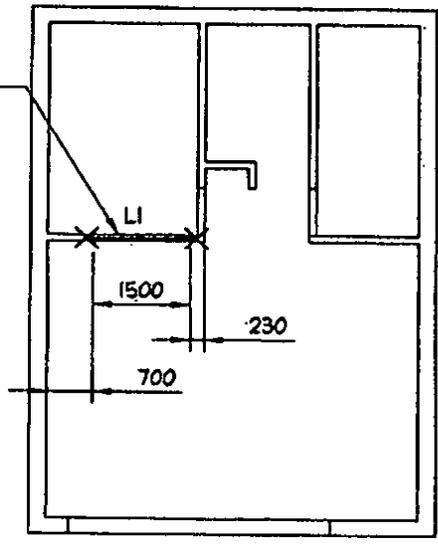


Northern Beaches Consulting Engineers Pty Ltd Structural, Civil & Stormwater Engineers ACN: 070 121 616 ABN: 24 070 121 616
Suite 207, 30 Fisher Rd Dea Why NSW 2099 Tel: 9984 7000 Fax: 9984 7444 Email: nb@nbconsulting.com.au

548

18/25

PROPOSED WALL TO
 BE REMOVED SHOWN
 DASHED



SKETCH PLAN

SCALE = N.T.S.

MEMBER SCHEDULE

- LI - 170x110 ULTRALINTEL
- X - 150mm BEARING ON BRICKWORK

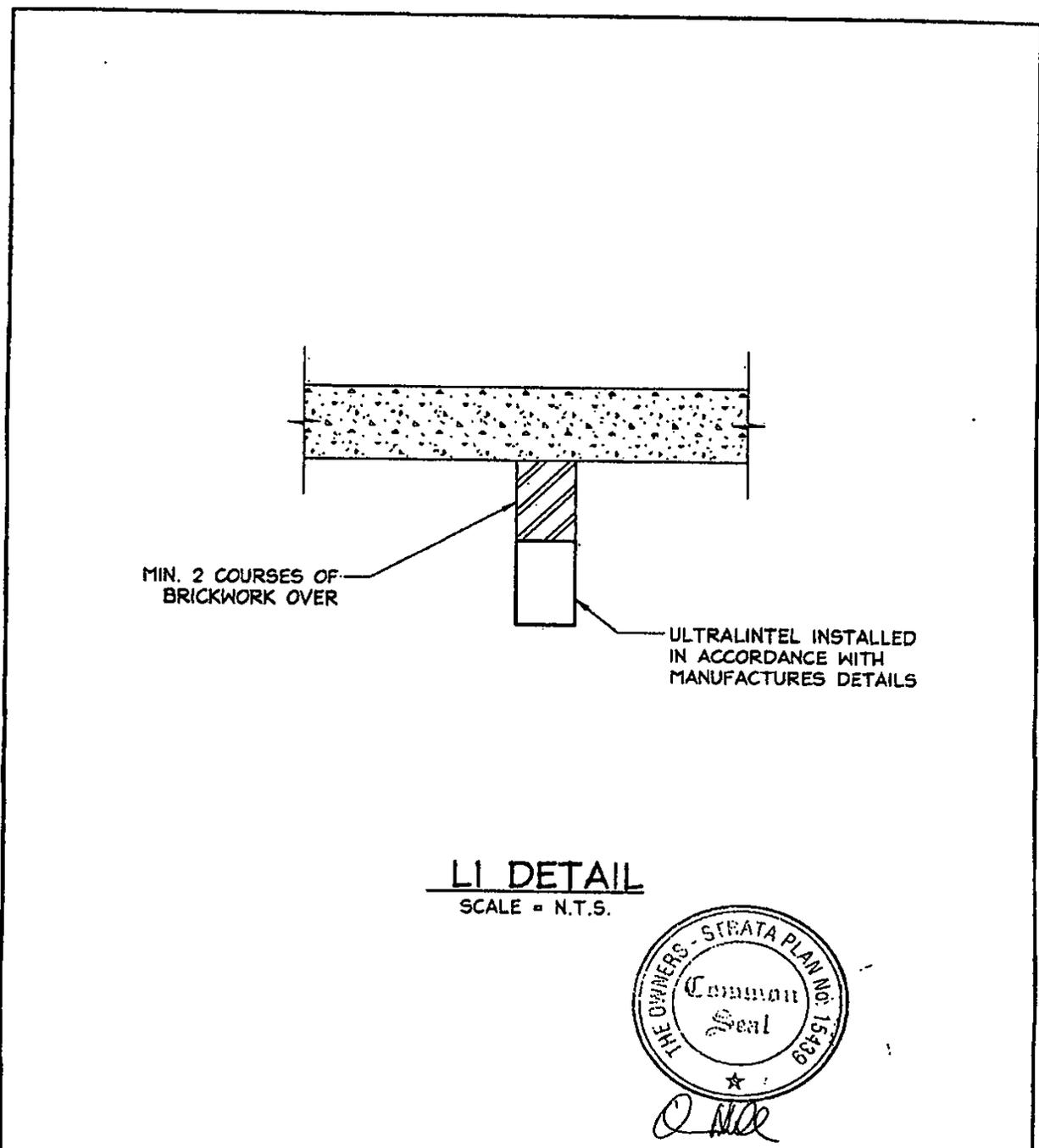


| | | | | | |
|---|---|---------------|-------------|--------|----------|
|  NORTHERN BEACHES Consulting Engineers P/L. A.C.H. 078 121 610 ABN 24 076 121 616 Suite 207, 30 FISHER ROAD DEE WHY N.S.W. 2099 Ph: (02) 9384 7000 Fax: (02) 9384 7444 e-mail: nbc@nbcconsulting.com.au web page: www.nbcnaustralia.com.au | Project: PROPOSED ALTERATIONS 13/39 CLARKE STREET, NARRABEEN ANDREW CHENERY | Date: | Design: | Drawn: | Checked: |
| | | MAY 2014 | MABB | MABB | |
| | | Job No: | Drawing No: | Rev: | |
| | | 140508 | SKI | - | |

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19/12/15

Req:R778643 /Doc:DL AI701282 /Rev:01-Jul-2014 /Sts:NO.OK /Prt:02-Jul-2014 09:21 /Pgs:ALL /Seq:7 of 8
 Ref:AM-ARM-m&bsp15439 /Src:H



LI DETAIL
 SCALE = N.T.S.



| | | | | | |
|--|--|----------------|--------------------|---------------|-----------------|
|  NORTHERN BEACHES Consulting Engineers P/L A.C.N. 078 121 618 A.B.N. 24 076 121 618 Suite 207, 30 FISHER ROAD DEE WHY N.S.W. 2099 Ph: (02) 9984 7800 Fax: (02) 9984 7444 e-mail: nb@nbconsulting.com.au web page: www.nbconsulting.com.au | Project: PROPOSED ALTERATIONS 13/39 CLARKE STREET, NARRABEEN ANDREW CHENERY | Date: | Design: | Drawn: | Checked: |
| | | MAY 2014 | MABB | MABB | |
| | | Job No: | Drawing No: | Rev: | |
| | | 140508 | SK2 | - | |

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20/25

GENERAL NOTES:

GENERAL

- G1. The drawings are to be read together with all Architects drawings and specifications.
- G2. Dimensions shall not be obtained by scaling from the drawings. All setting out dimensions shall be verified and discrepancies shall be referred to the Engineer prior to commencement of work.
- G3. Care is required during construction so that structural elements are not over stressed and that the works and excavations required therefore are kept stable at all times.
- G4. Design, materials and workmanship are to be in accordance with current S.A.A standards and statutory authority regulations except where varied by these documents.
- G5. Design live loads are in accordance with AS 1170.1
- G6. Builder to ensure stability of existing structures in the vicinity of excavation works.

INSPECTIONS BY ENGINEER

48 HOURS NOTICE IS REQUIRED BEFORE ANY SITE INSPECTION
 ANY STRUCTURAL ELEMENT NOT INSPECTED BY NEC WILL NOT BE CERTIFIED BY NEC

1. Bearing struts of all footings prior to concrete pour by Geotechnical Engineer.
2. Any reinforcement prior to concrete pour.
3. Timber and Steel framing prior to cladding or lining.
4. Steel lintels after installation.
5. CONTACT YOUR PCA (Principal Certifying Authority) AS TO REQUIREMENTS FOR MANDATORY CRITICAL STAGE INSPECTIONS IN ACCORDANCE WITH REVISED EPA ACT REGULATIONS EFFECTIVE JULY 1, 2004.
6. Inspection by Geotechnical Engineer over 1.5m of vertical cut through sandstone bed rock to permit identification of defects and remedial measures initiated.

STEEL

- S1. All Structural steelwork to be Grade 300 or greater.
 Design, fabrication and erection to be in accordance with AS 4100.
- S2. Materials and workmanship shall comply with AS 1250 - 1981, SAA Steel Structures Code and the specification for Structural Steel.
- S3. Rolled steel sections including steel plates shall comply with AS 3678-1990.
- S4. Cold formed steel sections shall be Grade 450 Zinc coated in accordance with AS 1530-1980.
- S5. Welded and seamless steel hollow sections shall comply with AS 1163 Grade 350.
- S6. Bolt Designation:
 4.6S - Commercial bolts Grade 4.6, snug tightened.
 8.8S - High Strength structural bolts Grade 8.8, snug tightened.
 8.8TB - High Strength structural bolts Grade 8.8, fully tightened to AS 191 and acting as a Bearing Joint.
 8.8TF - High Strength structural bolts Grade 8.8, fully tightened to AS 191 and acting as a Bearing Joint.
 Unless noted otherwise, all bolts will be 8.8S.
- S7. Unless shown otherwise, minimum connection shall be 2P16 bolts, 10 thick gusset plates, seven continuous fillet welds.
- S8. Load indicating washers shall be used in all fully tensioned joints. (8.8TF & 8.8TB).
- S9. All welding shall be carried out in accordance with AS 1554 SAA Structural Steel Welding Code.
- S10. Unless noted otherwise all welds shall be category SP using E60xx Electrodes. All butt welds shall be complete penetration butt welds category SP.
- S11. Grouting of anchor bolt sleeves and base plates shall be completed by the contractor using High Strength, Non-Shrink grout.
- S12. Fabrication and erection tolerances for Structural Steelwork shall be in accordance with AS 4100.
- S13. Purlin bolts shall be M12 - 4.6S galvanized.
- S14. Steel work shall have one of the following grades of corrosion protection-
INTERNAL

- a. Thoroughly cleaned wire brushing, followed by two coats of zinc phosphate primer equivalent to Duxor Lutaprine applied by hand using brushes to achieve a total dry film thickness of 70 microns.

EXTERNAL ELEMENTS & ELEMENTS WITHIN EITHER SKIN OF EXTERNAL CAVITY WALLS GREATER THAN 2 km FROM SEA WATER:

- b. Preparation Blast clean to a minimum standard Class 2.5 in accordance with AS 1627 Part 4.
 Primer 2-pack epoxy phosphate at dft 75 microns (Duxor Durapox P14).
 Barrier Coat 2-pack epoxy metallic iron oxide, dft 100 microns
 Finish Coat 2-pack epoxy high gloss acrylic to dft 75 microns.
 (e.g. Duxor Acrothane 1 F)
- c. Hot dipped galvanized to AS 4680.
 Where the galvanic (Hot Dip Galvanized) coating is compromised by welding, balling or damage, two pack zinc rich epoxy primer (Duxor Zincate 202) is to be applied after wire brushing affected area (use 3 coats minimum) or Hot Metal Spray in accordance with AS 4680.

PAINTING OVER HOT DIP GALVANISED STEEL:

Degrease and preparation whip blast. Application of a general purpose epoxy (Duxor Duramax GPE) thickness 125 microns. Application of a high build polyurethane (Duxor Weathermax HBR) thickness 100 microns

EXTERNAL ELEMENTS & ELEMENTS WITHIN EITHER SKIN OF EXTERNAL CAVITY WALLS LESS THAN 2 km AND GREATER THAN 200m FROM SEA WATER:

- d. Preparation blast clean to minimum Class 2.5
 Application of a two pack zinc rich epoxy primer (Duxor Zincate 402) thickness 75 microns. Application of a general purpose epoxy (Duxor Duramax GPE) thickness 125 microns. Application of a high build polyurethane (Duxor Weathermax HBR) thickness 100 microns
- e. Hot dipped galvanized to AS 4680.
 Where the galvanic (Hot Dip Galvanized) coating is compromised by welding, balling or damage, two pack zinc rich epoxy primer (Duxor Zincate 202) is to be applied after wire brushing affected area (use 3 coats minimum) or Hot Metal Spray in accordance with AS 4680.

PAINTING OVER HOT DIP GALVANISED STEEL:

Degrease and preparation whip blast. Application of a general purpose epoxy (Duxor Duramax GPE) thickness 125 microns. Application of a high build polyurethane (Duxor Weathermax HBR) thickness 100 microns

- S15. Workshop drawings shall be prepared and two copies submitted to the engineer for review prior to fabrication commencement.



NB NORTHERN BEACHES Consulting Engineers P/L.
 A.C.N 878 121 616 A.O.N. 24 078 121 616
 Suite 207, 30 FISHER ROAD
 DEERWHY N.S.W. 2059
 Ph: (02) 8384 7000 Fax: (02) 8384 7444
 e-mail: nb@nbconsulting.com.au
 web page: www.nbconsulting.com.au

Project: **PROPOSED ALTERATIONS**
13/39 CLARKE STREET,
NARRABEEN
ANDREW CHENERY

| | | | |
|----------|-------------|--------|----------|
| Date: | Design: | Drawn: | Checked: |
| MAY 2014 | MABB | MABB | |
| Job No: | Drawing No: | Rev: | |
| 140508 | SK3 | - | |

8A8

Special By-Law 12

(1) DEFINITIONS

The following terms are identified to mean:

"Owner" means the Owner or Owners for the time being of Lot 12 in strata scheme 15439

"The Works" means works undertaken by the Owner to remove internal walls in lot 13 as shown on the diagram that is annexed hereto and marked in heavy text with notation "removing wall to bench height".

"Owners Corporation" means The Owners Strata Plan no 15439

Where any terms used in this by-law are deemed in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

(2) RIGHTS

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works and - to the extent necessary - the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Work and any additions comprised in the work which will become common property subject to the conditions set out below.

(3) CONDITIONS

a. APPROVALS

The Owner must provide the Owners Corporation:

- i. satisfactory evidence of approval by Warringah Council ("the Council"), if necessary, and any other competent authority in respect of the Works; and
- ii. a written report by an engineer ("the Structural Engineer") approved by the Owners Corporation (such approval not to be unreasonably withheld) to the effect that the work will not affect the structural integrity of the building.

b. PERFORMANCE OF THE WORKS

When carrying out the Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- iii. remove all debris resulting from the Works immediately from the lot; and
- iv. comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the carrying out of the Works.

c. LIABILITY

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works and will make good that damage immediately after it has occurred.

d. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the Common Property including liability under section 65(6) in respect of any property of the Owner.

e. MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law.

f. COST OF THE WORKS

The Works will be carried out at the cost of the Owner.

g. LICENSED CONTRACTOR

The Works shall be done:

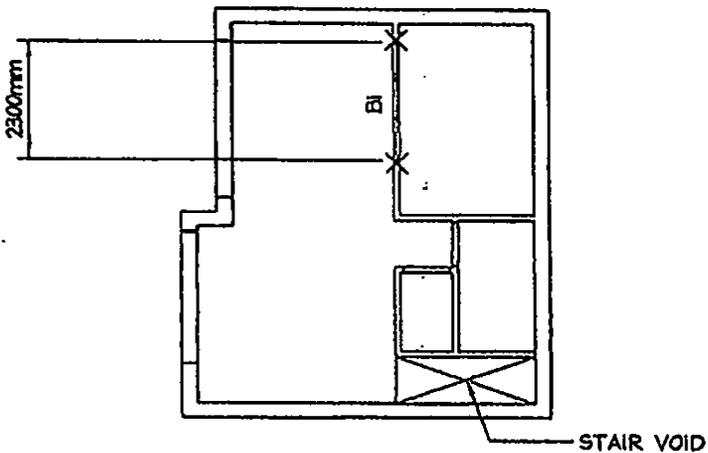
- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
 - (a) the local council if the Works are of a nature that requires development consent from the local council;
 - (b) the Structural Engineer;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

- i. carry out all work necessary to perform it obligation;
- ii. enter upon any part of the lot to carry out that work; and
- iii. recover the costs of carrying out that work from the defaulting Owner.

Req:R818990 /Doc:DL AJ591365 /Rev:26-Jun-2015 /Sts:NO.OK /Prt:29-Jun-2015 09:02 /Pgs:ALL /Seq:5 of 5
 Ref:AM-ARM-M&BSP15439 /Src:H

ALL MEASUREMENTS TO BE CONFIRMED BY BUILDER DURING CONSTRUCTION.
 ALL EXISTING STRUCTURE TO BE TEMP. SUPPORTED DURING BEAM INSTALLATION.
 IF IN DOUBT, CONTACT ENGINEER.



SKETCH PLAN
 SCALE = N.T.S.



MEMBER SCHEDULE

- BI - 180 PFC STEEL BEAM
- X - 150mm BEARING ON BRICKWORK

BI TO BE FIRE RATED IN ACCORDANCE WITH THE BCA REQUIRING
 A 90/-/- FIRE RATING. BEAM TO BE PAINTED WITH PROPRIETARY
 FIRE RATED PAINT TO ACHIEVE RATING.

| | | | | | |
|---|---|---------------|-------------|--------|----------|
|  NORTHERN BEACHES Consulting Engineers P/L. ACN 078 124 898 ABN 42 078 124 898 Suite 207, 30 FISHER ROAD DEE WENT HILLS, NSW, 2009 Ph: (02) 8581 7628 Fax: (02) 8581 7444 e-mail: info@northernbeaches.com.au web page: www.northernbeaches.com.au | Project: PROPOSED ALTERATIONS 12/39 CLARKE STREET, NARRABEEN MARGARET MALAR | Date: | Design: | Drawn: | Checked: |
| | | APRIL 2015 | MABB | MABB | |
| | | Job No: | Drawing No. | Rev: | |
| | | 150414 | S01 | - | |

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23/25

Special By-Law 13

(1) DEFINITIONS

The following terms are identified to mean:

"Owner" means the Owner or Owners for the time being of Lot 15 in strata scheme 15439

"The Works" means works undertaken by the Owner to remove the kitchen/loungeroom internal wall in Lot 15 as shown on the sketch plan that is annexed hereto and shown hatched.

"Owners Corporation" means The Owners Strata Plan no 15439

Where any terms used in this by-law are deemed in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

(2) RIGHTS

Subject as hereinafter provided, the Owner shall be entitled at their own expense to carry out the Works and - to the extent necessary - the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the common property the demolition, removal or replacement of which is comprised in the Work and any additions comprised in the work which will become common property subject to the conditions set out below.

(3) CONDITIONS

a. APPROVALS

The Owner must provide the Owners Corporation:

- i. satisfactory evidence of approval by Warringah Council ("the Council"), if necessary, and any other competent authority in respect of the Works; and
- ii. a written report by an engineer ("the Structural Engineer") approved by the Owners Corporation (such approval not to be unreasonably withheld) to the effect that the work will not affect the structural integrity of the building.

b. PERFORMANCE OF THE WORKS

When carrying out the Works, the Owner must:

- i. protect all areas of the building outside their lot from damage when carrying out the Works;
- ii. keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- iii. remove all debris resulting from the Works immediately from the lot; and
- iv. comply with the requirements of the Owners Corporation to comply with any other by-laws concerning the carrying out of the Works.

c. LIABILITY

The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works and will make good that damage immediately after it has occurred.

d. INDEMNITY

The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of carrying out the Works on the Common Property including liability under section 65(6) in respect of any property of the Owner.

e. MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law.

f. COST OF THE WORKS

The Works will be carried out at the cost of the Owner.

g. LICENSED CONTRACTOR

The Works shall be done:

- i. in a proper and workmanlike manner and by duly licensed contractors; and
- ii. in accordance with the drawings and specifications approved by:
 - (a) the local council if the Works are of a nature that requires development consent from the local council;
 - (b) the Structural Engineer;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

h. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

- i. carry out all work necessary to perform its obligation;
- ii. enter upon any part of the lot to carry out that work; and
- iii. recover the costs of carrying out that work from the defaulting Owner.

Special By-Law 14

1) DEFINITIONS

In this Special By-Law, the following terms are identified to mean:

- "Owner" means the owner or owners for the time being of Lot 13 in Strata Plan 15439.
- "The Works" means the works for the renovation of the bathroom and laundry of Lot 13 in Strata Plan 15439, including but not limited to:
 - Removal of existing door;
 - Removal of vanity, toilet suite, washer and dryer;
 - Removal of all water and floor tiles;
 - Removal of all render back to brickwork;
 - New hot and cold water service for new layout and washing machine;
 - Prepare waste for shower and washing machine tub;
 - Run wiring for powerpoints to facilitate washing machine/dryer and above benchtop in laundry;
 - Render all walls from floor to ceiling;
 - Waterproofing shower recess and bathroom/laundry floor to Australian standards;
 - Tile walls to ceiling height and tile floor in bathroom;
 - Tile shirting tile and splashback above benchtop in laundry;
 - Install new benchtop and overhead cabinets in laundry;
 - Install shower tapware, laundry tub tapware, washing machine tapware and toilet suite;
 - Install and finish off all powerpoints and switch plate;
 - Painting;
 - Install new bi-fold door for doorway;
 - Fixing of toilet roll holder and accessories;
 - Clean up job site.
- "The Owners Corporation" means The Owners – Strata Plan No. 15439
- Any other term used in this Special By-Law shall have the meaning defined in the *Strata Schemes Management Act 2015*.

2) RIGHTS

- a. The Owner shall be entitled, at their own expense, to carry out the Works and, to the extent necessary, the Owners Corporation confers on the Owner exclusive use and enjoyment of those parts of the Common Property necessary to undertake and keep the Works subject to the conditions set out below.

3) CONDITIONS

- a. The Works will be carried out at the cost of the Owner.
- b. The Works shall be done:
 - i. In a proper and workmanlike manner and by duly licensed contractors;
 - ii. In accordance with any requirements of Northern Beaches Council (if their approval is otherwise required to complete the Works); and
 - iii. In accordance with any other reasonable requirements of the Owners Corporation.
- c. The Owner must provide the Owners Corporation (if required otherwise to complete the Works), satisfactory evidence of approval by Northern Beaches Council and/or any other competent authority.
- d. When carrying out the Works, the Owner and their appointed agents and tradesmen must:
 - i. Protect all areas of the building outside their Lot from damage when carrying out the Works;
 - ii. Keep all areas of the building outside their Lot clean and tidy when carrying out the Works;
 - iii. Remove all debris resulting from the Works immediately from the Lot and any Common Property; and
 - iv. Comply with the all other relevant By-laws.
- e. The Owner will be liable for any damage caused to any part of the Common Property as a result of the Works, and will make good that damage.
- f. The Owner shall be responsible for maintenance, upkeep and, whenever necessary, renewal or replacement of those parts of the Common Property the subject of this by-law

Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 15439 was affixed on [^] 1 July 2017 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Handwritten Signature] Name: CHRIS MILLER Authority: STRATA MANAGING AGENT
MASON AND BROTHER
STRATA MANAGEMENT PTY LTD

Signature: Name: Authority:

[^] Insert appropriate date
* Strike through if inapplicable.

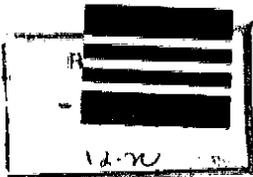
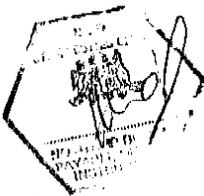


RP81



30 JUL 1982 13 06

T154569



APPLICATION

REAL PROPERTY ACT, 1900
 (See Instructions for Completion on back of form)

AP

| | | |
|-------|--------|---|
| A | 1 of 1 | X |
| \$ 24 | | |

DESCRIPTION OF LAND
 Note (a)

| Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location |
|-------------------------|---|----------|
| SEE ANNEXURE HERETO | WHOLE | |

REGISTERED DEALING
 Note (b)

| Type of Dealing | Registered Number | Torrens Title Reference |
|---------------------------------|-------------------|-------------------------|
| SEE ANNEXURE HERETO Easement | S.P. 15439 | Volume 14036 Folio 35 |

PRESENT REGISTERED PROPRIETOR
 Note (c)

| | |
|--|----------------------|
| THE MACKELLAR COUNTY COUNCIL, THE BRISBANE WATER COUNTY COUNCIL AND ST GEORGE COUNTY COUNCIL | OFFICE USE ONLY N |
|--|----------------------|

Note (d)

is presently recorded as REGISTERED PROPRIETOR of the ~~land above described~~ above mentioned registered dealing s Application is hereby made to record and/or above described land

NEW REGISTERED PROPRIETOR(S)
 Note (e)

| | |
|--|---------------------------------------|
| THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney | OFFICE USE ONLY <i>See run PPS</i> |
|--|---------------------------------------|

Note (d)

as REGISTERED PROPRIETOR of the ~~land above described~~ above mentioned registered dealing s and/or land above described

Note (f)

having become entitled pursuant to the provisions of The Gas and Electricity (Sydney County District) Amendment Act, 1979 and proclamations made thereunder to all the assets of the said Mackellar County Council, Brisbane Water County Council and St George County Council.

DATE 5 July 1982

EXECUTION

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

Note (g)

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

.....
 Signature of Witness

 Name of Witness (BLOCK LETTERS)

 Address and occupation of Witness

B J McMahon
 Signature of Applicant's Solicitor
 B J McMAHON

TO BE COMPLETED BY LODGING PARTY

Notes (h) and (i)

| LODGED BY | LOCATION OF DOCUMENTS |
|--|--------------------------------------|
| EASTERN SECURITY PURSELL 167 MACQUARIE ST, SYDNEY 2011-9877 DX 103 1020 | CT OTHER 12/ |
| Delivery Box Number | Herewith, In R.G.O. with Produced by |

OFFICE USE ONLY

| | | | | |
|----------------|-----------|-----------------------|--|--|
| Checked EC2 | Passed | REGISTERED 29-10-1982 | | |
| Signed | Extra Fee | <i>[Signature]</i> | | |

RAW

RP81

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose, e.g. Application under section 46 (c) Real Property Act, 1900; Application under section 12 (4) Trustee Act, 1925-1942.

When so required under the Stamp Duties Act, 1920, the dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

Rule up all blanks.

The following instructions relate to the side notes on the form:

- (a) Description of land. (If the application is only in respect of a registered dealing, rule through this panel.)
 - (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land the subject of the application, e.g. 135/5P1245 or Vol. Fol. 124. Title references should be listed in numerical sequence.
 - (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the application delete the word "WHOLE" and insert the lot and plan number, portion, etc.
 - (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Chullora. If the locality is not shown, insert the Parish and County, e.g. Ph. Lismore Co. Ross.
- (b) Registered dealing. (If the application is only in respect of a certificate of title, rule through this panel.)
 Show the registered number of the lease, mortgage or charge, and the title reference affected thereby, e.g. Lease—Q123456—Vol. 3456 Fol. 124.
- (c) Show the full name of the registered proprietor as recorded on the Register.
- (d) Strike out "land above described" or "abovementioned registered dealing", whichever does not apply.
- (e) Show the full name, address and occupation or description of the person(s) to be registered as proprietor(s).
- (f) Set out the terms of the request, e.g., consequent upon the appointment of, etc.
- (g) Execution.
 - GENERALLY** (i) Should there be insufficient space for execution of this application, use an annexure sheet.
 - (ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the dealing in the presence of an adult witness to whom he is personally known.
 The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the application is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g. "AB by his attorney (or receiver or delegate, in the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the application is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.
 - CORPORATION** (v) If the application is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g. director secretary) in the corporation.
- (h) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.
- (i) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g. stat. dec. for statutory declaration.

OFFICE USE ONLY

| DIRECTION: PROP No. OF NAMES: | | FIRST SCHEDULE DIRECTIONS | | | | |
|---|---------|---------------------------|-------------------|-----------------------|---|--|
| (A) FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) | (E) | NAME AND DESCRIPTION | |
| <p>FOR NOTIFICATIONS RE ITEMS 9-20 INCL. OF ANNEXURE, SEE SHEET 4 ATTACHED TO PAPERS T 154569.</p> | | | | | | |
| (F) FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER) | | (G) DIRECTION | (H) NOTFN TYPE | (I) DEALING NUMBER | (K) DETAILS | |
| <p style="font-size: 2em; font-weight: bold;">1629</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>1892P-176 10664 - 229 12845 - 212 12848-84 14881 13134-40 2702-156 5030-158/9 5824-232 6413-157/163 6415-204</p> </div> | | | | | <p>FOR NOTIFICATIONS RE. ITEMS 1-8 INCL. OF ANNEXURE, SEE SHEETS 3 AND 4 ATTACHED TO PAPERS T 154569.</p> | |

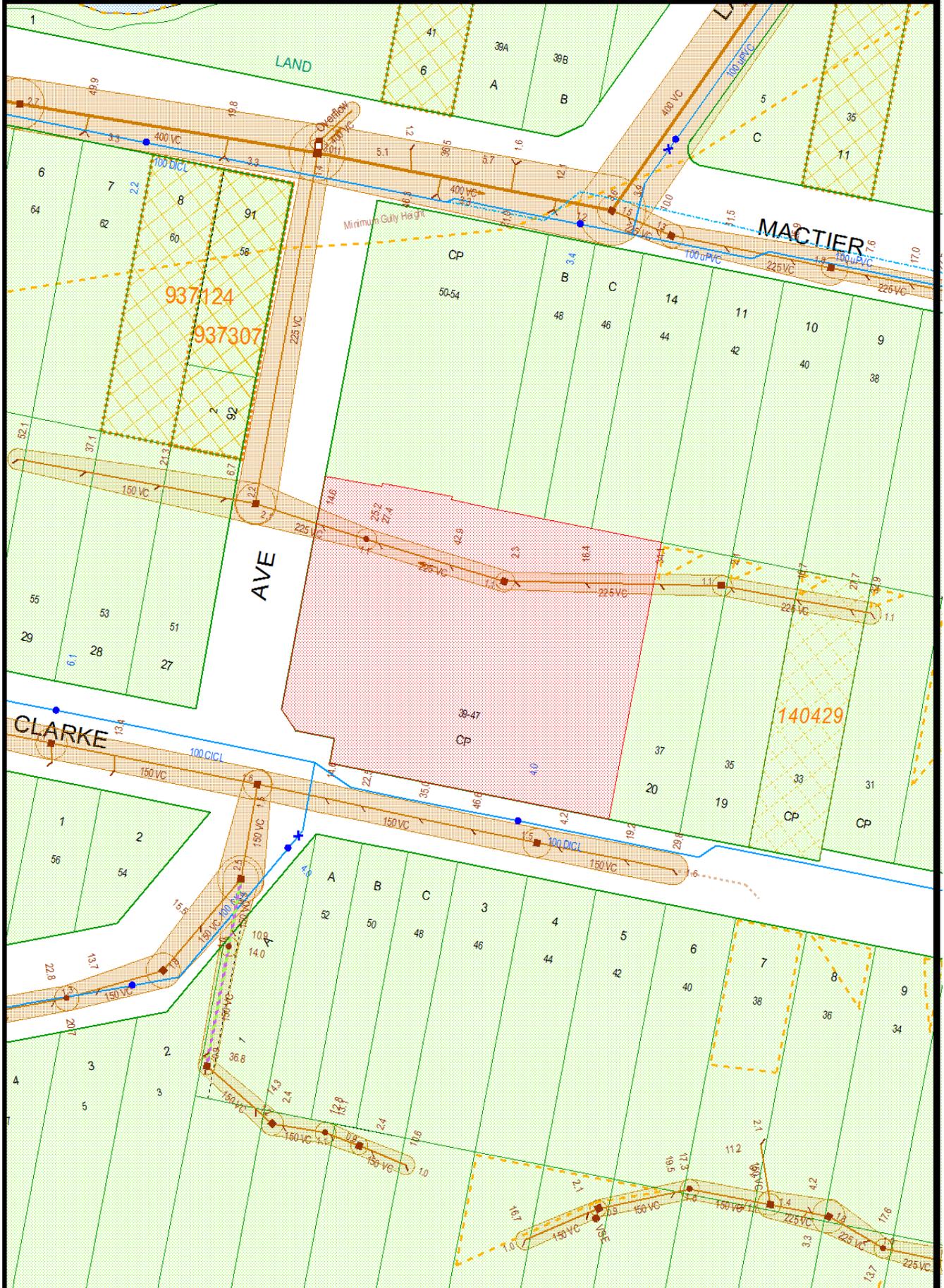
B

ANNEXURE TO APPLICATION RP 81 BY THE SYDNEY COUNTY COUNCIL
DATED 5 JULY 1982

| | | | | |
|---|-----|-----------------------------------|---|---------------------------------|
| | 1. | Easement | S.P.15439 | Volume 14147 Folio 166 ✓ |
| | 2. | S.88B Instrument | D.P.259886 | Volume 14088 Folio 222 — |
| | 3. | Easement | N459783 | Volume 5540 Folio 133 |
| | 4. | Easement | G279303 | Volume 9513 Folio 212 A,B & C ✓ |
| | 5. | Easement | Q624544 | Volume 11594 Folio 73 ✓ |
| ✓ | 6. | Easement | G279985 | Volume 11262 Folio 201,202 * |
| | 7. | Easement | K134975 | Volume 12356 Folio 58 |
| | 8. | Lease | Q980145 | Volume 13852 Folio 192 ✗ |
| ✓ | 9. | C/T Vol. 5824 Fol. 232 | Whole | Sans Souci |
| ✓ | 10. | C/T Vol. 6413 Fol. 163 | Whole | Gosford |
| ✓ | 11. | C/T Vol. 6413 Fol. 157 | Whole) excluding Whole) land in) H927887 ✗ | Gosford Gosford |
| ✓ | 12. | Land Grant Vol.5430 Fol. 128 | Whole | Gosford |
| ✓ | 13. | Land Grant Vol. 5430 Fol. 129 | Whole | Gosford |
| ✓ | 14. | Land Grant Vol. 2702 Fol. 156 | Whole | Gosford |
| ✓ | 15. | Land Grant Vol. 12894 Fol. 84 | Whole | Gosford |
| ✓ | 16. | Land Grant Vol. 10664 Fol. 229 | Whole | Gosford |
| ✓ | 17. | Land Grant Vol. 8418 Fol. 204 | Whole | Gosford |
| ✓ | 18. | C/T Vol. 13134 Fol. 40 | Whole | Gosford |
| ✓ | 19. | Land Grant Vol. 10328 Fol. 174 | Whole | Gosford |
| ✓ | 20. | C/T Vol. 12848 Fol. 212 | Whole | Gosford |

✗ IS NOW - C.T. Vol. 11918 Fol. 198.
 * SHOULD BE - C.T. Vol. 11262 FOLS. 202, 207.
 ✗ SHOULD BE - C.T. Vol. 13859 Fol. 192.
 ✗ SHOULD BE - EX. LAND IN F. 967388.

ms 20-10-82



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

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

SEWERAGE SERVICE DIAGRAM

Municipality of *Warringah Narrabeen*

No. *850473*

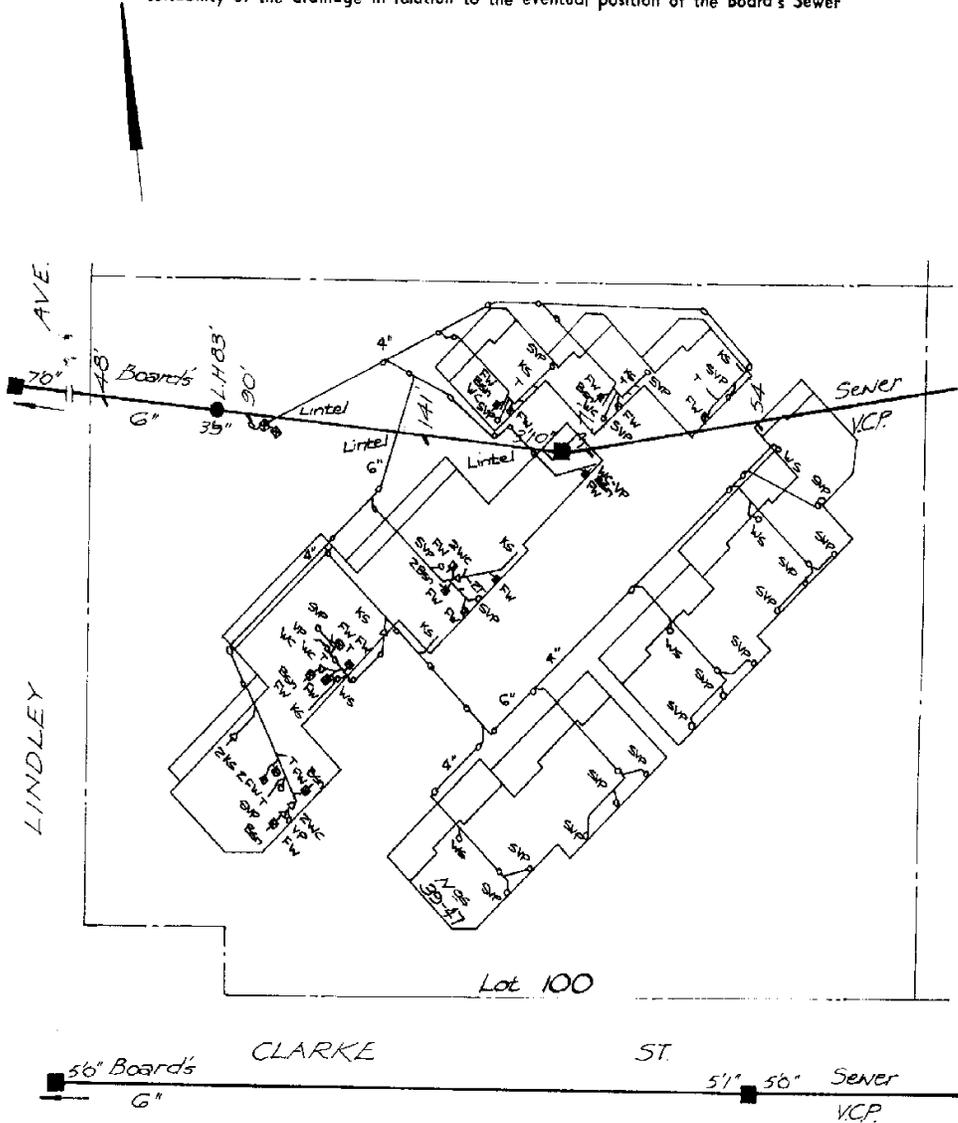
SYMBOLS AND ABBREVIATIONS

- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflex Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | ⊖ Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▣ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ⊖ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ⊗ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| ⊗ R.S. Reflex Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

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



RATE No. _____ W.C.s _____ U.C.s _____ 19 _____

SHEET No. *9030*

OFFICE USE ONLY

For Engineer House Services

| DRAINAGE | | | PLUMBING | | |
|-----------|-----------------|-----------|---------------|--|---------------|
| W.C. | Supervised by | Date | BRANCH OFFICE | | Supervised by |
| Bth. | | | Date | | |
| Shr. | | | Outfall | | Inspector |
| Bsn. | Examined by | Inspector | HL | | |
| K.S. | | | LL | | |
| T. | | | Drainer | | |
| Plg. | | | Plumber | | |
| Doc. Int. | Chief Inspector | | | | |

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on 12/9/17 at Narrabeen, NSW NSW BETWEEN

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: The Late Raymond Van Den Elzen

Address:

(Note: Address not required where there is a Landlord's Agent)

Phone:

Mobile:

Email:

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

Name/s: Jane Canham

Address for service of notices: 6/39 Clarke Street, Narrabeen NSW 2101

Phone:

Mobile:

Email: janecanham2@gmail.com

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

Name/s: Drake Real Estate Pty Ltd T/as Drake Real Estate

Address: Shop 2, 20 Waterloo Street

ACN: 094928917

Narrabeen NSW 2101

ABN: 68094928917

Phone: (02) 9913 3733

Mobile:

Email: rentals@drakerealestate.net.au

Licence No.: 109 3724

Licence Expiry: 19/11/2017

TERM OF AGREEMENT

The term of this Agreement is: 52 weeks / months / years

starting on: 03 / 10 / 2017 and ending on: 02 / 10 / 2018 (cross out if not applicable)

RESIDENTIAL PREMISES Note: insert any excluded items in the Additional Terms Item on the signature page

The residential premises are: 6/39 Clarke Street, Narrabeen NSW 2101

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

Two bedroom apartment with internal Laundry and tandem lock up garage.

RENT

The rent is: \$650.00 per: week payable in advance starting on: 05/10/2016

Rent Increase 1: Then from: 05/10/2016 pay: \$680.00 per: week

Rent Increase 2: Then from: / / pay: \$0.00 per: week

The tenant must pay the rent in advance on the Wednesday of every week (see Clause 4.2)

The method by which the rent must be paid:

(a) to: Drake Real Estate Rental Trust at: Shop 2, 20 Waterloo Street Narrabeen by cash or cheque; or

(b) into the following account:

Account Name: Drake Real Estate Rental Trust

Bank: Commonwealth Bank

BSB: 062208

Account No.: 10073345

Payment Reference: 062001

or any other account nominated by the landlord; or

(c) as follows: Rental Rewards Online

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

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

A rental bond of **ALREADY LODGED** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

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

Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)*

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

| | | | |
|---------------------|---------------------------|--------|-------------------------|
| Electrical Repairs: | Cressy Electrical | Phone: | 0406 066 456 |
| Plumbing Repairs: | City Wide Plumbing | Phone: | 0411 802 548 |
| Building Repairs: | Drake Real Estate | Phone: | (02) 9913 3733 |
| Other: | | Phone: | |

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If 'yes', see Clause 35

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report prepared for a tenancy agreement entered into by the tenant and dated **05 / 10 / 2016** applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

3. **The tenant agrees:**
3.1 to pay rent on time, and
3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

Note:

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

6. **The landlord and the tenant agree:**

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

RENT DEDUCTIONS

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

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

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

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

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

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

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

16. **The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note:

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

- (a) a burst water service,

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 Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

LOCKS AND SECURITY DEVICES

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

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

Note:

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.

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

SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

LOOSE-FILL ASBESTOS INSULATION

40B. The landlord agrees:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount below].

.....
.....
.....

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

Note:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

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

NO PETS
1 CAT. MM
[Signature]

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.

46. The tenant agrees to indemnify the landlord in respect of any claims arising as a result of damage to person or property caused or arising from the tenant's failure to control an animal on or about the premises.

ADDITIONAL TERM - CONDITION REPORT

47. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.

47.1. The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - CARE OF PREMISES

48. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:

48.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

48.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

- 48.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 48.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 48.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 48.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 48.7 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 48.8 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 48.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 48.10 not to affix any television antenna to the premises.
- 48.11 not to maliciously or negligently damage the premises or any part of the premises.
- 48.12 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- 48.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 48.14 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 48.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

49. Swimming Pool Safety and Maintenance

~~49.1 At the commencement of the tenancy, the landlord will:~~

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

~~49.2 During the term of the tenancy:~~

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.

- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

~~49.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:~~

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

~~49.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations:~~

~~49.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred:~~

ADDITIONAL TERM - RENTAL BOND

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

ADDITIONAL TERM - TERMINATION

51. On termination or expiration of the term **the tenant agrees:**
- (a) to deliver vacant possession in accordance with the termination notice
 - (b) to deliver up all keys and security devices
 - (c) to advise as soon as possible of the tenants contact address
52. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
53. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay, for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination.
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

54. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note: Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

55. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - Leave the premises (including the grounds) in a neat and tidy condition.
 - Fumigate as reasonably required if pets have been on the premises.
 - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 55 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.
 - Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

56. Taking into account the provisions of Clause 16.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELEPHONES AND ELECTRONIC SERVICES

57. On termination the tenant agrees to leave the telephone equipment and service in the same condition it was in at the start of the tenancy, and ensure (if required) the connection is transferred or terminated as the landlord may direct.
58. The tenant must satisfy itself as to the provisions of any electronic communication services to the premises (internet, television - analogue, digital or cable) or fittings. The landlord gives no warranty in respect to the provision or adequacy of such services or fittings to the premises.

ADDITIONAL TERM - STATUTES AND BY-LAWS

59. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

60. The landlord is not responsible for insuring the tenant's own property.

61. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE

62. In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement:
- subject to clause 5, the rental may be increased before the term ends and such increase shall be as set out in the rent increase section on the first page of this agreement.
 - where the agreement is for a period of more than 2 years the rent payable must not be increased more than once in any period of 12 months but may be increased subject to clause 5 whether or not the agreement sets out the amount or method of calculating the increase.

Note: *Residential Tenancies Act 2010* section 41: Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PROVISION OF DOCUMENTS

63. The parties agree and confirm this agreement may be forwarded electronically to a person if that person has provided an email address in this agreement.

ADDITIONAL TERM - PRIVACY STATEMENT

64. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this tenancy agreement applies; and/or
 - tenancy databases for the purposes of properly assessing the risk in providing you with the lease and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord/landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - Owners Corporations.
- (d) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (e) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (f) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

OTHER GROUNDS FOR ENDING AGREEMENT

- 5. 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.

NOTES

DEFINITIONS

- 1. In this agreement:
 - (1) **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.
 - (2) **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.
 - (3) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
 - (4) **rental bond** means money paid by the tenant as security to carry out this agreement.
 - (5) **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.
 - (6) **tenancy** means the right to occupy residential premises under this agreement.
 - (7) **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.

WARNING

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

CONTINUATION OF TENANCY (if fixed term agreement)

- 2. 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.

ENDING A FIXED TERM AGREEMENT

- 3. 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.

ENDING A PERIODIC AGREEMENT

- 4. 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.

SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

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

SIGNED BY THE LANDLORD:

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

in the presence of:

Maddy McCrath
.....
(Name of witness)

[Signature]
.....
(Signature of witness)

SIGNED BY THE TENANT:

[Signature]
.....
(Signature of tenant)

Jane Carham

in the presence of:

Maddy McCrath
.....
(Name of witness)

[Signature]
.....
(Signature of witness)

SIGNED BY THE TENANT (2):

.....
(Signature of tenant 2)

in the presence of:

.....
(Name of witness)

.....
(Signature of witness)

SIGNED BY THE TENANT (3):

.....
(Signature of tenant 3)

in the presence of:

.....
(Name of witness)

.....
(Signature of witness)

SIGNED BY THE TENANT (4):

.....
(Signature of tenant 4)

in the presence of:

.....
(Name of witness)

.....
(Signature of witness)

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

[Signatures]
.....
(Signatures of tenants)

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

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

Addendum A

A1. Additional Terms

1. The tenant(s) agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term agreement, the tenant must pay a break fee of the following amount:

A. 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

B. If the fixed term is for more than 3 years, (\$)

C. 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.

2. The tenant accepts the property in the condition at which they inspected it and acknowledge that no further improvements are due to be undertaken.

3. Notice To Tenants 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 enquires.

4. Any proposed alteration to the property is to be requested in writing and a confirmation, in writing, from this Office is to be received before proceeding. Completed work is to be assessed by this office and any remedial action is to be conducted by the tenant as directed. The tenant agrees not to install new hooks and nails or use adhesive sticky tape or blu tac on the walls and/or cupboards.

5. The owner has the right to say no to any requests for improvements or requests to the property that are not an emergency or a danger to any persons or property.

6. Maintenance requests must be reported in writing. Maintenance requests that have a call out fee where there is found there is no problem will be charged to the tenant.

7. The tenant agrees to keep their rent a minimum 1 week in advance at all times, in accordance with clause 3 of the Residential Tenancy Agreement 2010.

8. The tenant acknowledges that rental arrears of 14 days or more will result in a termination notice being issued immediately for possession of the property. Constant rental arrears will also result in a termination notice being issued

9. Where more than one person is taking on the lease each understands that rent is a joint responsibility and that any rent payments are not any particular tenants share. Rent must be made in one lump payment where multiple tenants are on a lease, and individual payments are not accepted.

10. All keys/remotes issued at the start of the tenancy must be returned, along with any other copies made during the tenancy. Lost security keys will be the tenant's responsibility to replace. Replacement keys, cards or opening devices are also at the tenants cost to replace should they be lost.

11. The tenant understands that the owner may sell the property during the term of the lease but this will not negate the Tenant's lease and occupation of the property. Inflatable Swimming Pools & Spa Pools

12. The Tenant/s agree not to construct on & /or use at the Premises an inflatable Swimming pool or a spa pool (other than as is supplied by the Landlord) that is

Capable of being filled with water to a depth of more than 300mm. Such pools

Are considered swimming pools under the Swimming Pools Act 1992 and Require compliant pool fencing &/or pool barriers.

13. Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from

Smoking.

14. Sale of Property

The tenant understands that the owner may sell the property during the term of

The lease but this will not negate the Tenant's lease and occupation of the Property.

15. Condition of Premises

The tenant accepts the property in the condition at which they inspected it and

Acknowledge that no further improvements are due to be undertaken.

Signed by the Tenant/s _____