

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 85513719	NSW DAN:
vendor's agent	ALTITUDE REAL ESTATE PTY LTD 66-68 Medcalf Street, Warners Bay NSW 2282		Phone: 02 4903 8228 Fax:
co-agent	Not Applicable		Ref: Kelli Bell
vendor	WALLACE SMSF PROPERTY PTY LTD (ACN 611 167 661) C/- 15 Keira Close, Valentine NSW 2280		
vendor's solicitor	MASON LAWYERS Suite 1, 22 Lake Street, Warners Bay NSW 2282 PO Box 254 Warners Bay NSW 2282		Phone: 02 4947 2755 Fax: Ref: SDR:25941
date for completion	42 days after the contract date (clause 15)		Email: srayfield@masonlawyers.com.au
land	306/11 ERNEST STREET, BELMONT NSW 2280		
(Address, plan details and title reference)	LOT 83 IN STRATA PLAN 92878 83/SP92878		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: ceiling fans; air conditioner; smoke alarm/s		

exclusions
purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

price \$

deposit \$

balance \$

(10% of the price, unless otherwise stated)

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

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25941

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

☒ NO ☐ yes

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

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

WELLMAN STRATA
117b Beaumont Street, Hamilton NSW 2303

(02) 8065 6575

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <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 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 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 *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

THE FOLLOWING SPECIAL CONDITIONS ARE INCORPORATED
INTO THE ANNEXED CONTRACT

33. AMENDMENTS TO CONTRACT

- 33.1. Clause 5.2 is amended by the deletion of "21" and the insertion of "14" in lieu thereof.
- 33.2. Clause 7 is amended by the deletion of sub-clause 7.1.1.
- 33.3. Clause 8 is varied by the insertion of "or claim" after "requisition" in each of the sub-clauses thereto.
- 33.4. Clause 25.2 is varied by the deletion of "7" and the insertion of "21" in lieu thereof.

34. NOTICES TO PERFORM AND COMPLETE

- 34.1. Should any event arise entitling either party to issue a Notice to Perform upon the other then the parties agree that a period of seven (7) days from the service of such a notice making time of the essence shall be a proper and reasonable time.
- 34.2. Should any event arise entitling either party to issue a Notice to Complete upon the other then the parties agree that a period of fourteen (14) days from the service of such a notice making time of the essence shall be a proper and reasonable time.

35. WARRANTY AS TO AGENT

- 35.1. The Purchaser warrants that he was not introduced to the property by any Real Estate Agent other than the Agent shown as the "Vendor's Agent" or "Co-Agent" on the front page of this Contract.
- 35.2. Should any other Real Estate Agent make a successful claim for commission against the Vendor based on the fact that such agent introduced the Purchaser to the property then the Purchaser will indemnify the Vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the Vendor.
- 35.3. This clause will not merge on completion.

36. LATE COMPLETION

- 36.1. Where:-

- 36.1.1. the Vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
- 36.1.2. the Purchaser does not complete this Contract on the completion date appointed on the front page of this Contract;
the Purchaser must pay to the Vendor:
 - 36.1.3. the sum of \$330.00 on account of the additional legal fees incurred by the Vendor relative to the delay; and
 - 36.1.4. interest on the purchase price at the rate of ten per cent (10%) per annum calculated from that date to the date of completion.
- 36.2. The parties agree that the payments under this clause are made on account of damages and that the Vendor shall not be required to settle unless such amounts are paid on completion.
- 36.3. The parties further agree that payments under this clause are without prejudice to the Vendor's right to commence action for breach of contract in respect of any loss sustained out of the Purchaser's breach, but such amount shall be taken into account in assessing damages payable in the action.

37. **SURVEY**

Where a Surveyor's Certificate (or copy thereof) is annexed to this Contract:-

- 37.1. The Vendor does not warrant the accuracy or completeness of the Certificate; and
- 37.2. The Purchaser will take title subject to and will not make any objection requisition or claim for compensation or claim any right to rescind or terminate in respect of matters disclosed or referred to in such certificate.

38. **IMPROVEMENTS**

The Purchaser acknowledges that he has inspected the lot and the building of which the lot forms part and the furnishings and chattels (if any) referred to on the front page of the Contract and that he is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.

39. **SUBJECT TO FINANCE**

If an amount is specified in the Schedule to this Clause:

- 39.1. Completion of this Contract is subject to a condition precedent (in this Clause referred to as "the Finance Condition") namely, the Purchaser obtaining approval for a loan of not less than the amount specified in the Schedule to this Clause, from the source (if any) specified in the Schedule, on the security of a first mortgage over the land on or before the date specified in the Schedule (or any extended date to which the Vendor may agree in writing) ("the Finance Approval Date").
- 39.2. The Purchaser covenants with and warrants to the Vendor that the Purchaser:-
 - 39.2.1. has made and will make every necessary application for the loan;
 - 39.2.2. has not and will not withdraw any application for the loan; and
 - 39.2.3. has signed and will sign every document, and has performed and will perform every act, necessary to enable the Purchaser to satisfy the Finance Condition.
- 39.3. If prior to or on the Finance Approval Date the Finance Condition is satisfied, the Purchaser must within one (1) business day from the date on which the Finance Condition is satisfied serve notice on the Vendor in writing of that fact.
- 39.4. If on the Finance Approval Date, the Finance Condition has not been satisfied the Purchaser must, by no later than 5.00pm on the business day following the Finance Approval Date, by service of notice in writing on the Vendor:
 - 39.4.1. notify the Vendor that the Finance Condition has not been satisfied;
 - 39.4.2. signify his election whether or not to rescind this Contract.
- 39.5. The Vendor may, upon receipt of a notice of rescission under sub-clause 39.4 require the Purchaser to furnish such reasonable information and documentation to satisfy the Vendor that the Purchaser has complied with his obligations under sub-clause 39.2 provided that any such request by the Vendor must be served on the Purchaser within three (3) business days of the Vendor's receipt of the notice of rescission.
- 39.6. In the event of rescission of this Contract by the Purchaser under this clause, and subject to the Purchaser having complied with sub-clause 39.5:
 - 39.6.1. the Vendor shall be entitled to retain from the deposit the sum of \$250.00 on account of his legal and other expenses; and
 - 39.6.2. the balance of the deposit is to be refunded to the Purchaser.

- 39.7. The Purchaser may exercise the option to rescind only if he has complied with the provisions of this Clause, in particular sub-clause 39.2.
- 39.8. If the notification of the non-satisfaction of the Finance Condition or election to rescind is not served on the Vendor by 5.00pm on the business day following the Finance Approval Date, the Purchaser will be deemed to have waived the right to rescind under this clause.
- 39.9. The Finance Condition is entirely for the benefit of the Purchaser. The Purchaser may, at any time by notice in writing to the Vendor, waive the benefit of the Finance Condition, whereupon the condition will be deemed to be satisfied on the date of the notice.

SCHEDULE	
The Amount	
The Finance Source	
The Finance Approval Date	The fourth business day after the date of this Contract

40. **PAYMENT OF DEPOSIT LESS THAN TEN (10%) PERCENT**

- 40.1. Despite any other provision of this Contract, if:-
- 40.1.1. the deposit agreed to be paid, or actually paid, by the Purchaser is less than 10% of the purchase price; and
- 40.1.2. the Vendor becomes entitled to terminate this Contract;
- the Purchaser must immediately, without requirement for a demand, pay to the Vendor the difference between 10% of the purchase price and the amount actually paid to the intent that a full 10% of the purchase price is forfeitable by way of deposit upon termination.
- 40.2. In the event of the Purchaser failing to comply with the provisions of this clause:
- 40.2.1. the amount of the unpaid deposit is recoverable immediately (whether or not this Contract is terminated) from the Purchaser as a liquidated debt; and

40.2.2. the commencement, maintenance or obtaining of judgement in such proceedings will not prejudice the Vendor's entitlement to commence further proceedings for damages for breach of this Contract.

40.3. The benefit of this clause will not merge on termination of this Contract.

41. PAYMENT OF DEPOSIT BY INSTALMENTS

41.1. This clause only applies in the event of the Schedule to this clause being completed.

41.2. Notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract that the deposit be paid in the following manner:

41.2.1. The sum specified in the Schedule to this clause ("the Initial Deposit"), on the making of this Contract; and

41.2.2. The balance of the Deposit, on or before 5pm on the fifth business day after the making of this contract;

and each of such times is essential.

SCHEDULE
Initial Deposit:

42. DEATH OR BANKRUPTCY

Without prejudice to any other rights or remedies which may be available, should either party (or any one of them) prior to completion:-

42.1. being a company: resolve to go into liquidation or have an application for its winding up filed or enter into any scheme or arrangement with its creditors, or have a liquidator, receiver, administrator or external manager appointed to it; or

42.2. being a natural person: die, become bankrupt, execute a deed of assignment or deed of arrangement, or enter into a composition with his creditors;

(such events being referred to in this clause as "the Capacity Event") then:

- 42.3. either party (or any one of them or their legal personal representative) may, within 21 days of being notified of the Capacity Event, rescind this Contract by service of written notice on the other party whereupon the provisions of clause 19 shall apply; and
- 42.4. the Completion Date for the purpose of this Contract will be altered to be the later of:
 - 42.4.1. the Completion Date provided for on the front page of this Contract; and
 - 42.4.2. the date being 3 months from the date of the occurrence of the Capacity Event;

Provided however that the provisions of this clause do not apply in the event of the death of a vendor unless there is no surviving vendor entitled to be registered as to the sole registered proprietor of the property by way of Notice of Death.

43. GUARANTEE WHERE PURCHASER IS A PROPRIETARY COMPANY

- 43.1. This Clause applies if the Purchaser is a proprietary company.
- 43.2. For the purposes of this clause "Covenantor" means the persons who sign this contract as directors or secretaries of the Purchaser. The obligations of those who comprise the Covenantor will be joint and several.
- 43.3. In consideration of the Vendor at the request of the Covenantor entering into this Agreement the Covenantor:-
 - 43.3.1. covenants with the Vendor that the Covenantor will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Agreement;
 - 43.3.2. guarantees to the Vendor the punctual payment of all money payable to the Vendor under this Agreement and the performance of the terms and conditions of this Agreement: and
 - 43.3.3. if for any reason the Agreement is not enforceable by the Vendor against the Purchaser in whole or in part, the Covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this Agreement been enforceable against the Purchaser.

44. **GOODS AND SERVICES TAX**

44.1. In this clause, "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

44.2. Clause 13.7 is deleted and the following clause inserted in lieu thereof:

“13.7 If this contract says this 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 If the sale is a taxable supply to any extent because of either:

- A breach of clause 13.7.1; or
- Something else known to the purchaser but not the vendor;

Then in those circumstances the purchaser must pay to the vendor in addition to the price an amount calculated by multiplying the price by the GST rate together with any penalties and interest payable thereon.

13.7.3 The amount payable under clause 13.7.2 must be paid on the earlier of:

- Completion; and
- The date being 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Australian Taxation Office."

44.3. The following clause is inserted (as clause 13.14):

"13.14 Notwithstanding any provision (including clause 13.5) or notation (including marking "No" on the Margin Scheme reference on page 1) in this contract to the contrary, if:

13.14.1 This contract says this sale is not a taxable supply, and

13.14.2 The Vendor is assessed to GST on the sale;

the Vendor hereby elects, to the extent permissible and conditional on the sale (or part thereof) being classified as a taxable supply, to apply the margin scheme in determining the amount of GST payable."

45. CONTRACT ALTERATIONS

The parties authorise their respective legal representatives (including employees of their legal representative) to make alterations to this Contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

46. SEVERABILITY OF CLAUSES

Each clause (including sub-clause and special condition) of this Contract is severable from each other clause (including sub-clause and special condition) and the invalidity or unenforceability of any clause (including sub-clause or special condition) will not prejudice or affect the validity or enforceability of any other clause (including sub-clause or special condition).

47. SEWER LINES LOCATION DIAGRAM

The parties acknowledge and agree:

- 47.1. The Property is within the area serviced by Hunter Water Corporation; and
- 47.2. Hunter Water Corporation does not make Sewer Lines Location Diagrams available in the ordinary course of administration.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Wallace SMSF Property Pty Ltd
Property: 306/11 Ernest Street, Belmont

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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? 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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 (NSW) (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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. 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.
16. In respect of the Property and the common property:

- (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 on the Property? 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 on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (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 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed.
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* 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.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. 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 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.
 - (ii) 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?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

- 22. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
- 23. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
- 24. Are there any:
 - (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
- 25. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
- 26. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
- 27. Has any proposal been given by any person or entity to the Owners Corporation for:
 - (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
 If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

- 28. Has the initial period expired?
- 29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 30. If the Property includes a utility lot, please specify the restrictions.
- 31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
- 32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
 - (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
- 33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
- 34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
- 35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.

36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. 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 the completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 83/SP92878

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2021	2:24 PM	3	8/9/2018

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

LAND

LOT 83 IN STRATA PLAN 92878
AT BELMONT
LOCAL GOVERNMENT AREA LAKE MACQUARIE

FIRST SCHEDULE

WALLACE SMSF PROPERTY PTY LTD

(T AK445960)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP92878
- 2 AK445961 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

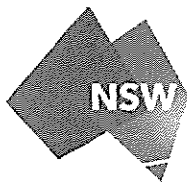
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25941

PRINTED ON 14/7/2021

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



FOLIO: CP/SP92878

SEARCH DATE	TIME	EDITION NO	DATE
14/7/2021	2:24 PM	4	5/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 92878
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BELMONT
LOCAL GOVERNMENT AREA LAKE MACQUARIE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP92878

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 92878
ADDRESS FOR SERVICE OF DOCUMENTS:
571 PACIFIC HIGHWAY
BELMONT NSW 2280

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A605539 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 3 B518994 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 4 C697019 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 5 D674475 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 6 AK127801 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 AM856543 INITIAL PERIOD EXPIRED
- 8 AQ541570 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9997)

STRATA PLAN 92878

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 70	2	- 69	3	- 80	4	- 58
5	- 96	6	- 96	7	- 82	8	- 80
9	- 79	10	- 74	11	- 74	12	- 80
13	- 68	14	- 74	15	- 78	16	- 75
17	- 83	18	- 74	19	- 126	20	- 135

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP92878

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9997) (CONTINUED)

STRATA PLAN 92878

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 72	22	- 70	23	- 67	24	- 80
25	- 80	26	- 127	27	- 66	28	- 67
29	- 69	30	- 90	31	- 90	32	- 77
33	- 101	34	- 74	35	- 75	36	- 97
37	- 97	38	- 95	39	- 102	40	- 99
41	- 83	42	- 87	43	- 77	44	- 76
45	- 82	46	- 77	47	- 77	48	- 83
49	- 79	50	- 86	51	- 78	52	- 75
53	- 138	54	- 77	55	- 71	56	- 75
57	- 83	58	- 83	59	- 95	60	- 67
61	- 69	62	- 72	63	- 74	64	- 74
65	- 74	66	- 106	67	- 74	68	- 87
69	- 82	70	- 61	71	- 96	72	- 103
73	- 99	74	- 86	75	- 88	76	- 78
77	- 77	78	- 85	79	- 78	80	- 78
81	- 98	82	- 86	83	- 83	84	- 111
85	- 75	86	- 92	87	- 90	88	- 74
89	- 106	90	- 100	91	- 95	92	- 72
93	- 75	94	- 75	95	- 76	96	- 72
97	- 85	98	- 85	99	- 83	100	- 93
101	- 70	102	- 71	103	- 74	104	- 77
105	- 77	106	- 75	107	- 151	108	- 90
109	- 83	110	- 73	111	- 99	112	- 59
113	- 51	114	- 62	115	- 90	116	- 106
117	- 86	118	- 241				

NOTATIONS

UNREGISTERED DEALINGS: NIL

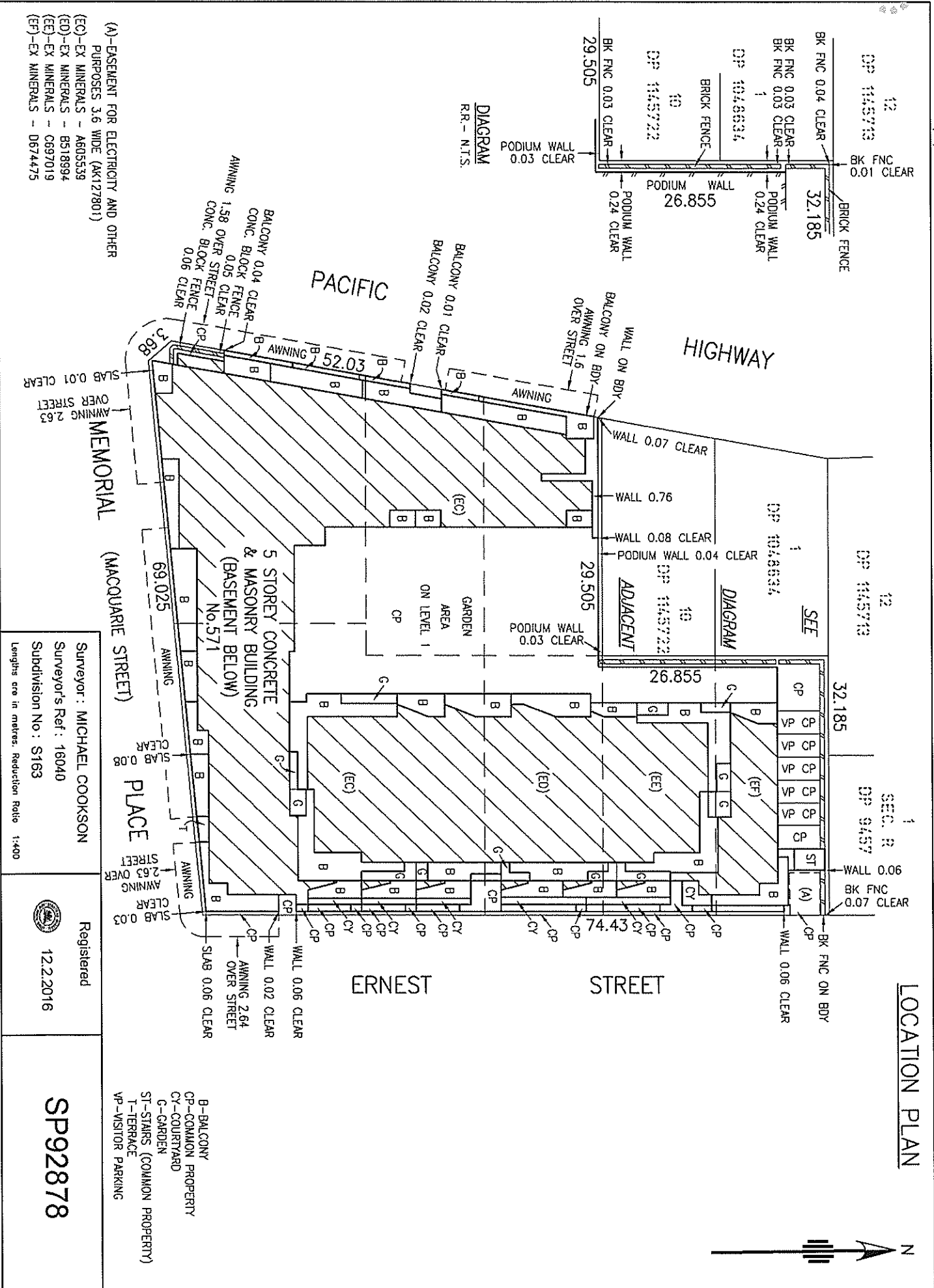
*** END OF SEARCH ***

25941

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LOCATION PLAN



BASEMENT LEVEL

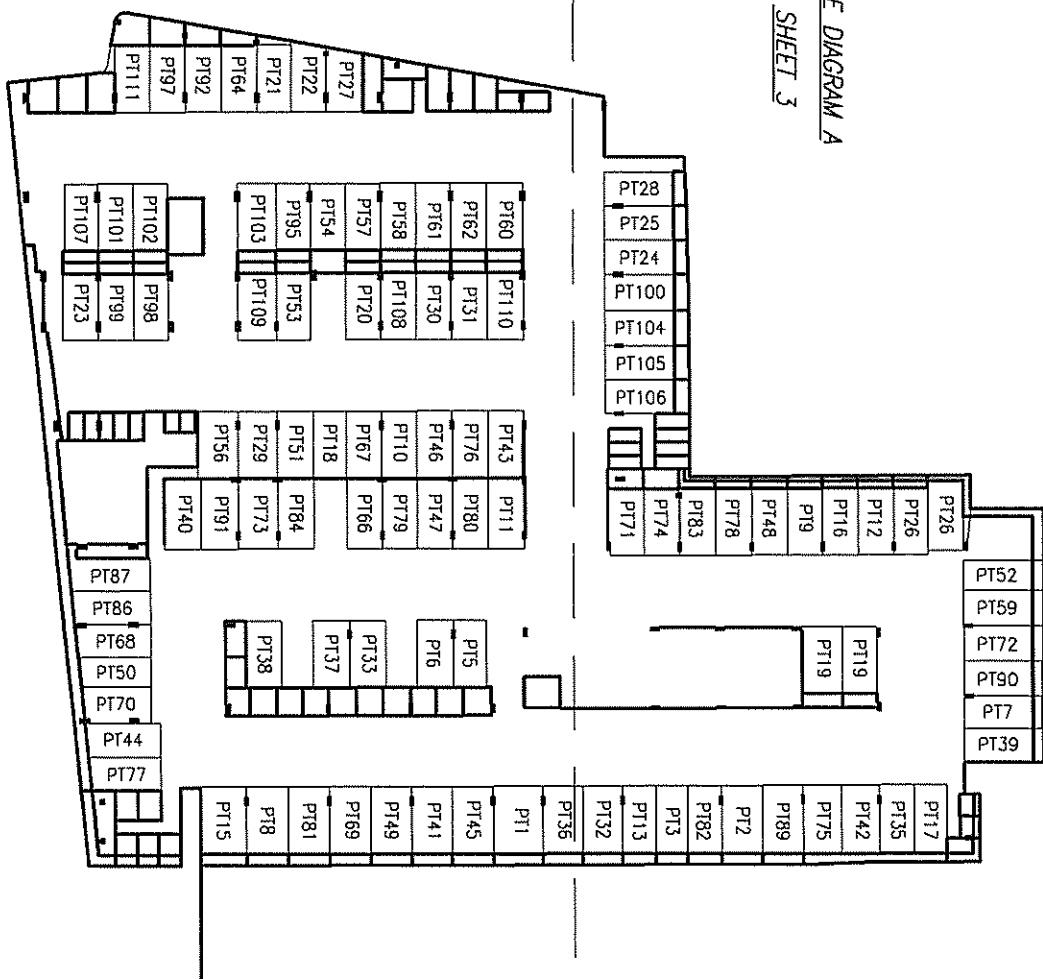


SEE DIAGRAM A

SHEET 3

SEE DIAGRAM B

SHEET 4



00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: MICHAEL COOKSON

Surveyor's Ref: 16040

Subdivision No: S163

Lengths are in metres. Reduction Ratio 1:400

Registered

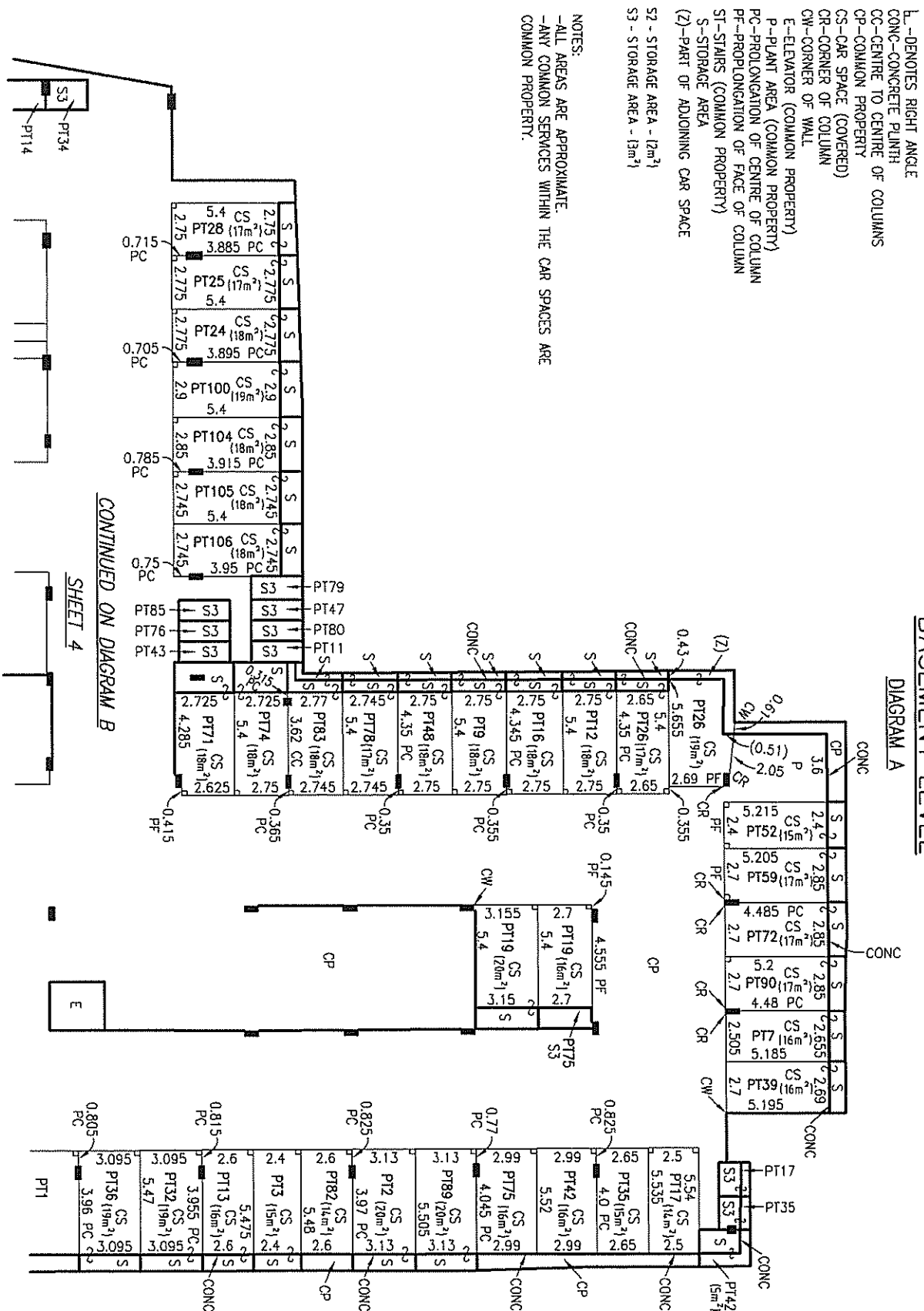


12.2.2016

SP92878

BASEMENT LEVEL

DIAGRAM A



- h₁ - DENOTES RIGHT ANGLE
- CCG - CONCRETE PLINTH
- CGC - CENTRE TO CENTRE OF COLUMNS
- CC - COMMON PROPERTY
- CS - CAR SPACE (COVERED)
- CR - CORNER OF COLUMN
- CW - CORNER OF WALL
- E - ELEVATOR (COMMON PROPERTY)
- P - PLANT AREA (COMMON PROPERTY)
- PC - PROLONGATION OF CENTRE OF COLUMN
- PP - PROLONGATION OF FACE OF COLUMN
- ST - STAIRS (COMMON PROPERTY)
- S - STORAGE AREA
- (Z) - PART OF ADJOINING CAR SPACE
- S2 - STORAGE AREA - $(2m^2)$
- S3 - STORAGE AREA - $(3m^2)$

NOTES:

- ALL AREAS ARE APPROXIMATE.
- ANY COMMON SERVICES WITHIN THE CAR SPACES ARE COMMON PROPERTY.

CONTINUED ON DIAGRAM B
SHEET 4

SHEET 4

Surveyor: MICHAEL COOKSON

Surveyor's Ref: 16040

Subdivision No : S163

Lengths are in meters, Reduction Ratio 1:200

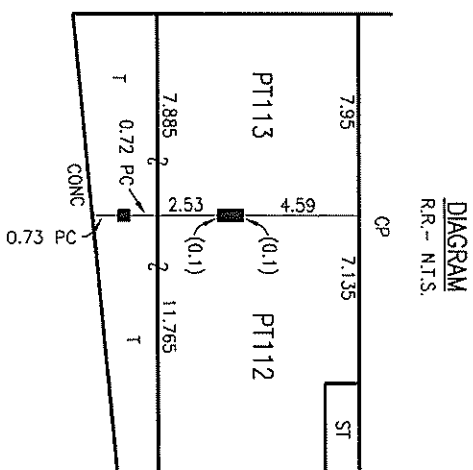
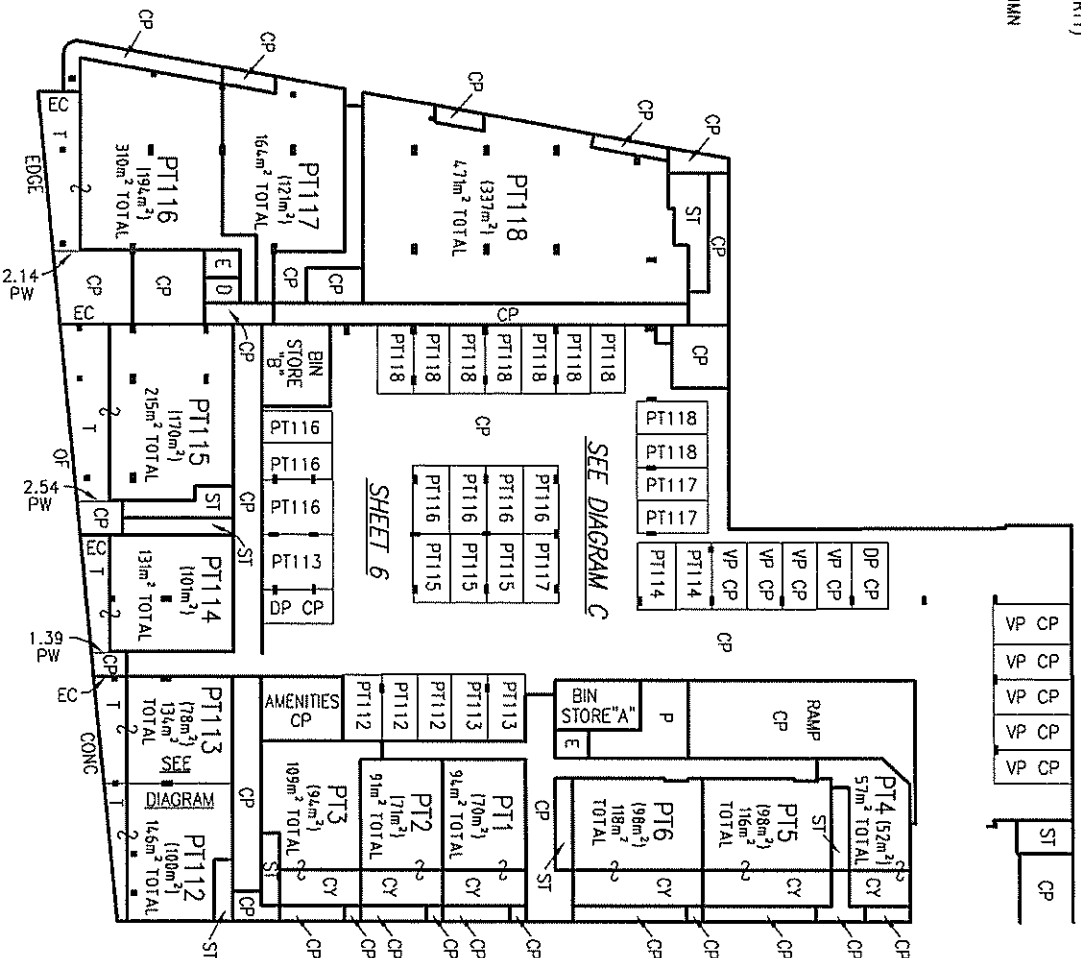
Registered

12.2.2016

SP92878

GROUND FLOOR

- CP-COMMON PROPERTY
- CY-COURTYARD
- D-DUCT (COMMON PROPERTY)
- DP-DISABLED PARKING (COMMON PROPERTY)
- E-ELEVATOR (COMMON PROPERTY)
- P-PLANT ROOM
- PC-PROLONGATION OF CENTRE OF COLUMN
- PW-PROLONGATION OF FACE OF WALL
- ST-STAIRS (COMMON PROPERTY)
- T-TERRACE
- VP-VISITOR PARKING



NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE COURTYARDS AND TERRACES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE HARD STAND FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMITS.

Surveyor: MICHAEL COOKSON
Surveyor's Ref: 16040
Subdivision No: S163
Lengths are in metres. Reduction Ratio 1:

Registered

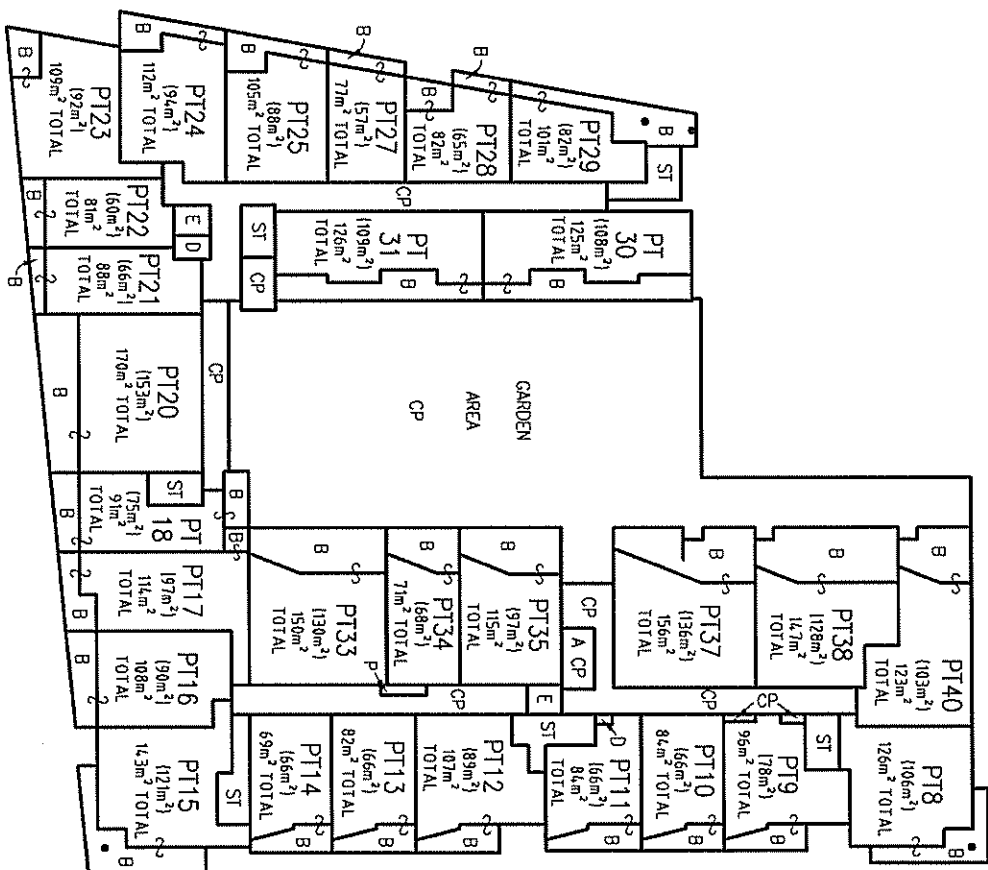
12.2.2016

SP92878

RR-NTS

SP92878

A-AMENITIES (COMMON PROPERTY)
 B-BALCONY
 CP-COMMON PROPERTY
 D-DUCT (COMMON PROPERTY)
 E-ELEVATOR (COMMON PROPERTY)
 P-PLANT ROOM (COMMON PROPERTY)
 ST-STAIRS (COMMON PROPERTY)

LEVEL 1

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

Surveyor: MICHAEL COOKSON

Surveyor's Ref: 16040

Subdivision No: S163

Lengths are in metres. Reduction Ratio 1:400

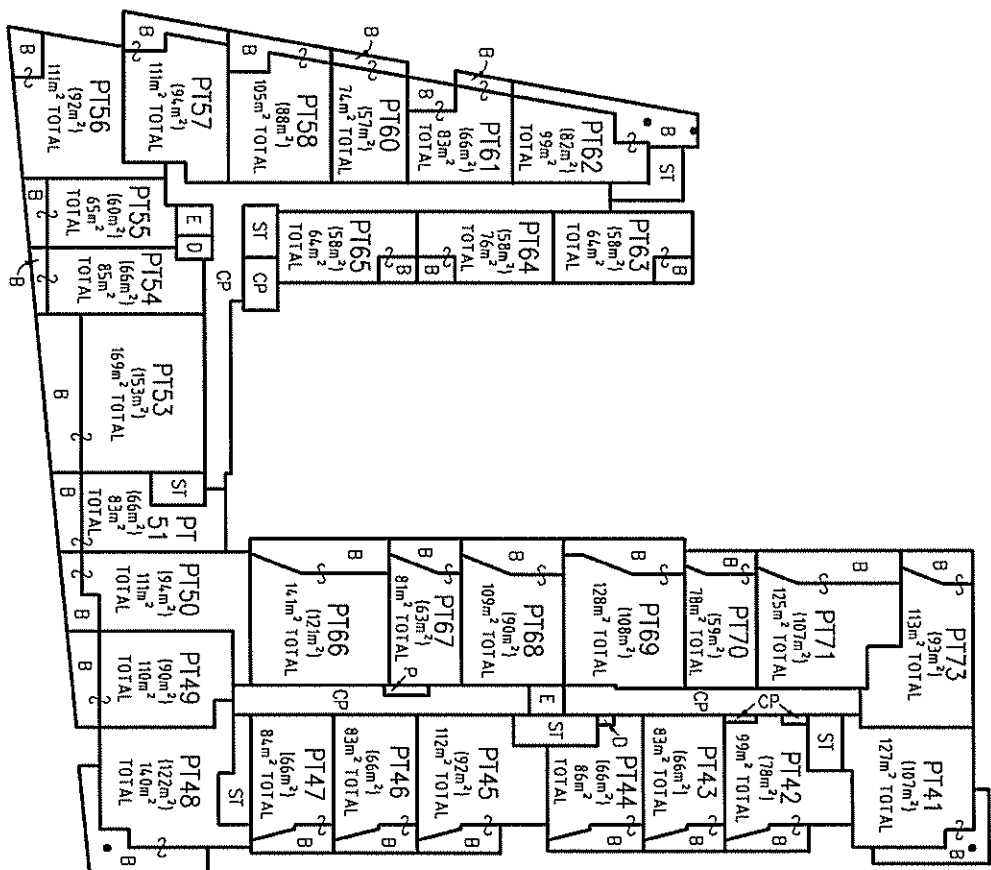
Registered



12.2.2016

SP92878

B-BALCONY
 CP-COMMON PROPERTY
 D-DUCT (COMMON PROPERTY)
 E-ELEVATOR (COMMON PROPERTY)
 P-PLANT ROOM (COMMON PROPERTY)
 ST-STAIRS (COMMON PROPERTY)

LEVEL 2

NOTES:
 -ALL AREAS ARE APPROXIMATE.
 -THE BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 -ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

Surveyor: MICHAEL COOKSON

Surveyor's Ref: 16040

Subdivision No: ST163

Lengths are in metres. Reduction Ratio 1:400

Registered



12.2.2016

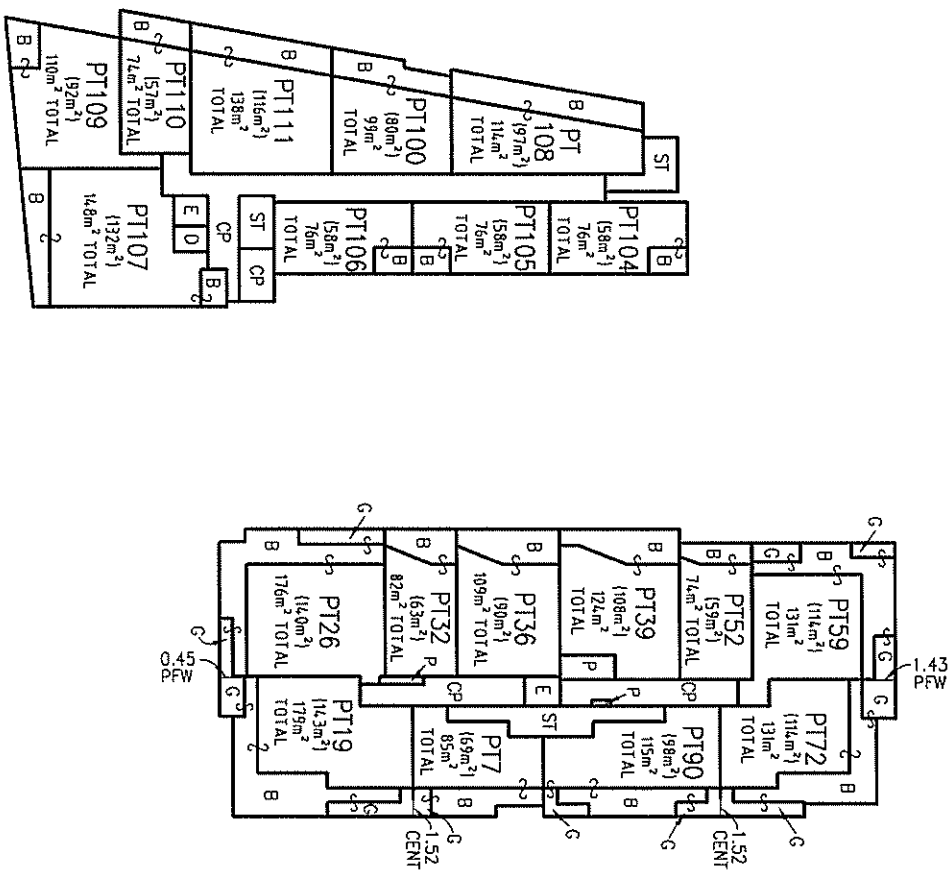
SP92878

LEVEL 3



NOTES

B-BALCONY
CP-COMMON PROPERTY
CENT-PROLONGATION OF CENTRE OF WALL
D-DUCT (COMMON PROPERTY)
E-ELEVATOR (COMMON PROPERTY)
G-GARDEN
P-PLANT ROOM (COMMON PROPERTY)
PFW-PROLONGATION OF FACE OF WALL
ST-STAIRS (COMMON PROPERTY)

LEVEL 4

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE BALCONIES AND GARDENS ARE LIMITED IN HEIGHT TO 3 ABOVE THEIR RESPECTIVE UPPER SURFACE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
- ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

Surveyor: MICHAEL COOKSON

Surveyor's Ref: 18040

Subdivision No: S163

Lengths are in metres. Reduction Ratio 1:400

Registered



12.2.2016

SP92878

STRATA PLAN FORM 3 (PART 1) (2012) WARNING : Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  12.2.2016

Purpose: STRATA PLAN

SP92878

PLAN OF SUBDIVISION OF LOT 100
DP 733158LGA: LAKE MACQUARIE
Locality: BELMONT
Parish: KAHIBAH
County: NORTHUMBERLAND

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~.....
 *The Accredited Certifier ALAN SACCARO
 Accreditation number: BFB 0778
 has made the required inspections and is satisfied that the requirements of;
 * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,
~~*(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012.~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
- *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the development to which it relates.~~
- *(4) The building encroaches on a public place and;
~~*(a) The Council does not object to the encroachment of the building beyond the alignment of Pacific Highway Memorial Place, Forest Street.~~
 *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
- ~~*(5) This approval is given on the condition that lot(s) are created as utility lots in accordance with section 29 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~
- Date: 29.12.15
 Subdivision number: 5163
 Relevant Development Consent number: CDC 001456
 Issued by: A. SACCARO BFB 0778

Signature: 
 Authorised Person/General Manager/Accredited Certifier

* Strike through if Inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners - Strata Plan No. 92878
No.571 PACIFIC HIGHWAY
BELMONT, NSW, 2280

The adopted by-laws for the scheme are:

* ~~Model By-laws~~* ~~together with, Keeping of animals: Option A/B/C~~* By-laws in 17 sheets filed with plan.

* Strike through if Inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, MICHAEL GORDON COOKSON
 of POSITIVE SURVEY SOLUTIONS PTY LTD
PO BOX 1273 NEWCASTLE 2300
 a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of

* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met;

* ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met.~~

*(2) *(a) The building encroaches on a public place;

~~*(b) The building encroaches on land (other than a public place), and on appropriate easement has been created by ^ to permit the encroachment to remain;~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 
 Date: 21.12.2015

* Strike through if Inapplicable.

^ Insert the deposited plan number or dealing number of the instrument that created the easement


Signatures, Seals and Section 88B Statements should appear
on STRATA PLAN FORM 3A

Surveyor's Reference: 16040

STRATA PLAN FORM 3 (PART 2) (2012) WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  12.2.2016

Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 100
DP 733158**

SP92878

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 5163

Date of endorsement: 29.12.15

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	70	31	90	61	69	91	95
2	69	32	77	62	72	92	72
3	80	33	101	63	74	93	75
4	58	34	74	64	74	94	75
5	96	35	75	65	74	95	76
6	96	36	97	66	106	96	72
7	82	37	97	67	74	97	85
8	80	38	95	68	87	98	85
9	79	39	102	69	82	99	83
10	74	40	99	70	61	100	93
11	74	41	83	71	96	101	70
12	80	42	87	72	103	102	71
13	68	43	77	73	99	103	74
14	74	44	76	74	86	104	77
15	78	45	82	75	88	105	77
16	75	46	77	76	78	106	75
17	83	47	77	77	77	107	151
18	74	48	83	78	85	108	90
19	126	49	79	79	78	109	83
20	135	50	86	80	78	110	73
21	72	51	78	81	98	111	99
22	70	52	75	82	86	112	59
23	67	53	138	83	83	113	51
24	80	54	77	84	111	114	62
25	80	55	71	85	75	115	90
26	127	56	75	86	92	116	106
27	66	57	83	87	90	117	86
28	67	58	83	88	74	118	241
29	69	59	95	89	106	AGGREGATE 9997	
30	90	60	67	90	100		


If space is insufficient use additional annexure sheet.

Surveyor's Reference: 1 6040

STRATA PLAN FORM 3 (PART 2) (2012) WARNING : Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  12.2.2016 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 100
DP 733158**

SP92878


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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with Section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 5163

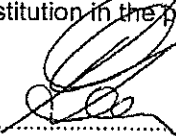
Date of endorsement: 29.12.15

EXECUTED BY BELLE APARTMENTS BELMONT Pty Ltd ACN 600 705 575 BY


SCOTT RONALD SHAFREN
SOLE DIRECTOR AND SECRETARY

Balanced Securities Limited ACN 083 514 685 being the first registered mortgagee pursuant to mortgage number AJ16607 consents to the registration of this Strata Plan subdividing Lot 100 on DP 7331588.

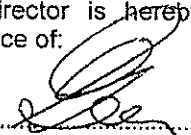
THE COMMON SEAL of **BALANCED SECURITIES LIMITED** ACN 083 514 685 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

Signature: 
Print Name: DAVID MORTON GEER
Address: Apartment 508, 150 Clarendon Street, East Melbourne, Victoria 3002



Optima Funding Pty Ltd ACN 004 759 415 being the second registered mortgagee pursuant to mortgage number AJ775425 consents to the registration of this Strata Plan subdividing Lot 100 on DP 7331588.

THE COMMON SEAL of **OPTIMA FUNDING PTY LTD** ACN 004 759 415 being a company with more than one director is hereby affixed in accordance with its Constitution in the presence of:

Signature: 
Print Name: DAVID MORTON GEER
Address: Apartment 508, 150 Clarendon Street, East Melbourne, Victoria 3002



If space is insufficient use additional annexure sheet.

Surveyor's Reference: 16040

Transfer
 Endorsement
 Certificate



MEMORANDUM OF TRANS

(REAL PROPERTY ACT, 1900.)

A6055



A605539A

SEE SIMPLER.

A605539

a Name, residence, occupation, or other designation, in full of transferor.
 We Anne Jane Williamson Emma Williamson Elizabeth Williamson Spenters all of Belmont in the State of New South Wales John Alexander Williamson of Belmont aforesaid Carpenter the said John Alexander Williamson Administrator of the Estate of the late Robert William Williamson late of Belmont aforesaid Telegraph Operator deceased and his wife of Aubrey Spencer Clift of Guelburn in the said State being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^d *three hundred and fifty pounds* (£ 350)

b If a less estate, strike out "in fee simple," and interline the required alteration.
 c All subsisting encumbrances must be noted hereon. (See page 2.)
 d If the consideration be not pecuniary, state its nature concisely.
 e Name, residence, occupation, or other designation, in full, of transferee.
 paid to me by Francis Walter Williamson of Catherine Hill Bay in the said State Port and Telegraph Master the receipt whereof I hereby acknowledge,

f If to two or more, state whether as joint tenants or tenants in common.
 do hereby transfer to the said Francis Walter Williamson

g Area in acres, rods, or perches.
 ALL my Estate and Interest, as such registered proprietors, in ALL THAT piece of land containing

b Parish or town and county.
 situate in Belmont in the Parish of Kaituma and County of Northumberland

i "The whole" or "part," as the case may be.
 being part of the land comprised in Certificate of Title

j "Crown grant," or "Certificate of Title."
 dated 1st June 1903 registered volume No. 1470 folio 168

k Strike out if not appropriate.
 and being lots 5, 6 and 8 of section R on deposited plan number 9457

These references will suffice, if the whole land in the grant or certificate be transferred.
 But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon (or annexed hereto)" or "described as follows, viz:—"

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

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

[Rule up all blanks before signing.]

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

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

[Rule up all blanks before signing.]

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

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

p See note "c," page 1.
A very short note of
the particulars will
suffice.

Subject to the reservations exceptions and conditions
contained in the within mentioned Certificate of Title
Reserving unto the said Transferror their heirs executors
administrators and assigns ^(above described) all interest and income
in and under the ~~said~~ land ^{land} and subject to the
following condition namely: That the said Transferror
shall not be liable to pay for any dividing fence
fences or any portion thereof between the said
land and any other land the property of the
said Transferror.

[Rule up all blanks before signing.]

if this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferror is
known, no further
authentication is
required. Otherwise
the attesting witness
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferror or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

In witness whereof, ~~we~~ have hereunto subscribed ^{our} names at Newcastle
the twelfth day of August in the year
of our Lord one thousand nine hundred and Twenty

Signed in my presence by the said

John Alexander Williamson John Williamson
John Alexander Williamson John Williamson
John Alexander Williamson John Williamson
WHO IS PERSONALLY KNOWN TO ME

John A. Williamson m

Signed in my presence by the said

John Alexander Williamson John Williamson
John Alexander Williamson John Williamson
John Alexander Williamson John Williamson
personally known to me

John A. Williamson m

Signed in my presence by the said Agnes
Agnes Williamson Agnes Williamson
Agnes Williamson Agnes Williamson
known to me

John A. Williamson m

Signed in my presence by the said Francis
Francis Williamson Francis Williamson
Francis Williamson Francis Williamson
known to me

John A. Williamson m

Signed in my presence by the said James
James Williamson James Williamson
James Williamson James Williamson
known to me

John A. Williamson m

John A. Williamson
John A. Williamson
John A. Williamson
Transferror.*

John A. Williamson

Agnes Williamson

Francis Williamson

John A. Williamson
John A. Williamson
John A. Williamson
Attorney for

John A. Williamson

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

n Repeat attestation for
additional parties if
required.

for the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Francis Walter Williamson

WHO IS PERSONALLY KNOWN TO ME

J. H. Breakney

7.11.21 J. H. Breakney
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

declon

Whit

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

Lodged by

(Name).....

(Address).....

Transferor.

Francis Walter Williamson.

Transferee.

A

605539

Particulars entered in the Register Book, Vol. 1470

Folio 168

the 17th day of September, 1920,
at ---minutes 12 o'clock
in-the noon.

Registrar General

	DATE.	INITIALS
SENT TO SURVEY BRANCH	20 SEP 1920	[initials]
RECEIVED FROM RECORDS	20 11 20	[initials]
DRAFT WRITTEN	23 SEP 1920	[initials]
DRAFT EXAMINED	"	[initials]
DIAGRAM COMPLETE	22 9 20	[initials]
DIAGRAM EXAMINED	"	[initials]
DRAFT FORWARDED	"	[initials]
RETD. TO RECORDS (REQUISITN. REGISTR.)	"	[initials]
RETURNED FROM RECORDS	"	[initials]
CERTIFICATE ENCLOSED	"	[initials]
SUPT. OF EXCHG. SERS	24 9 20	[initials]
DEF. REGISTR GENERAL	"	[initials]
3104 43		
VOL.	FO.	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

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

TRANSFER

(REAL PROPERTY ACT, 1900.)

B518994J

JUL 14 11 24 AM 1927

must not be disclosed in (11) 3-27-11

as estate, strike out "in fee simple," and interline the altered alteration.

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

the references cannot conveniently inserted, a of annexure (obtainable I.O.) may be added. annexure must be signed by parties and their signatures witnessed. references will suffice if whole land in the grant or estate be transferred. if only add "and being sec. D.P." or "as the land shown in plan annexed hereto" or "as the residue of the land in certificate (or grant) referred Vol. Fol." is the consent of the Council is required to subdivision the certificate plan mentioned in G. Act, 1919, should accompany the transfer.

omit if unnecessary. parties should comply Section 89 of the Conveyancing Act, 1919. also should be set forth right-of-way or easement caption. provision in addition to modification of the rights implied by the law may also be inserted.

very short note will suffice.

executed within the State instrument should be signed or acknowledged before Registrar-General, or Deputy Registrar-General, or Statary Public, a J.P., or Commissioner for Affidavits, from the Transferor is given, otherwise the attestation must appear before one of the above functionaries to make a declaration in the annexed form. of instruments executed where, see page 2.

eat attestation if necessary.

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

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

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being

I, CHRISTINA ELIZABETH WILLIAMSON of Belmont in the said State Spinster

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE HUNDRED AND SIXTY POUNDS

(£160.0.0.) (the receipt whereof is hereby acknowledged) paid to me by WILLIAM JAMES TURNBULL of Belmont, Grocer's Assistant.

3 518994

(herein called transferee)

do hereby transfer to the said transferee

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

(a)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Kahibah	part and being lot 4 Section "R" on D. P. NUMBER 9457	3751	155

~~And the transferee covenants with the transferror~~

Reserving unto the said Transferror her heirs executors administrators and assigns, all mines and minerals with the exception of gold and mines of gold lying and being in and under the said land as described

ENCUMBRANCES, &c., REFERRED TO.

SUBJECT to reservations of gold and mines of gold to the Crown

Signed at Newcastle the 14th day of June, 1927

Signed in my presence by the transferror

WHO IS PERSONALLY KNOWN TO ME

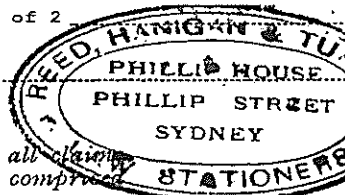
Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

W. Chapman
Solicitor for Transferee.
where signature cannot be obtained without difficulty and delay.



CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

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

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

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

Signed at the day of 192
Signed at the place and on the date above-mentioned, in the presence of—

FORM OF DECLARATION BY ATTESTING WITNESS.²

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

¹ This form is an appropriate one for use in delegation under the Trustees Delegation Powers Act, 1917, the Execution (War Facilities) Act, 1917.

² Strike out unnecessary words. Add matter necessary to show that the effective.

³ May be made either by the Registrar-General, Deputy Registrar-General, Notary Public, Commissioner of Affidavits. Not required in instrument if made or acknowledged before one of the parties.

MEMORANDUM OF TRANSFER of

Acres. roads. 17 perches.
Lot 4, Sec. R. O.P. 9457
Ernest St.
Shire Lake Macquarie
Municipality
Parish Kahibah County Cumberland
Reserving mines and minerals etc.
William James Turnbull Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

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

Particulars entered in Register Book, Vol 3751 Fol. 155

the 2nd day of July 1927
at minutes 10 o'clock in the forenoon.

W. H. Kellie
Registrar-General

B 518994

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch ...	<i>W. H. Kellie</i>	1927
Received from Records ...	<i>W. H. Kellie</i>	1927
Draft written ...	<i>W. H. Kellie</i>	1927
Draft examined ...	<i>W. H. Kellie</i>	1927
Diagram prepared ...	<i>W. H. Kellie</i>	1927
Diagram examined ...	<i>W. H. Kellie</i>	1927
Draft forwarded ...	<i>W. H. Kellie</i>	1927
Supt. of Engrossers ...	<i>W. H. Kellie</i>	1927
Cancellation Clerk ...	<i>W. H. Kellie</i>	1927
VOL. 4022	FOL. 84	
Diagram Fees ...		
Additional Folios ...		

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

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

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

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

Tenants in common must receive separate Certificates.

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



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

C697019

I, PERPETUAL TRUSTEE COMPANY (LIMITED)

(Trusts must not be disclosed in the transfer.)

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

(herein called transferor)
being registered as the proprietor of an estate in *fee simple* in the land hereinafter described,
subject however, to such encumbrances, liens and interests as are notified hereunder in
consideration of SEVENTY POUNDS

(£ 70.0.0) (the receipt whereof is hereby acknowledged) paid to it by

BERTRAND CLIFFORD GREEN of Belmont, Miner and ANNIE GREEN his wife of the
same place

(herein called transferee s)

do hereby transfer to the said transferee's as joint tenants

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :-

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Northumberland	Kahibah	Part and being Lot 3 Section "R" on Deposited Plan NO. 9457.	3751	156

And the transferee covenants with the transferor Reserving unto the said Transferor
all mines and minerals with the exception of gold and mines of gold lying
and being in and under the ~~same~~ land *above described.*

AND the transferees covenant with the Transferor That they shall take
upon themselves the risk of damage to the surface of the land hereby trans-
ferred or to any crops, buildings, fences or improvements of any kind there-
on which may be occasioned by the said land having been undermined or by
the undermining of adjoining land or land in the vicinity thereof.

ENCUMBRANCES, &c., REFERRED TO.*

Reservations of gold and mines of gold to the Crown

Signed at Sydney

the ninth day of August 1938.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
THE COMMON SEAL OF PERPETUAL
TRUSTEE COMPANY (LIMITED) was
hereunto by order of the Board
of Directors affixed in the
Signed presence of:-

Sherry Robert

Assistant Manager.

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

Signed in my presence by the transferee s

WHO IS PERSONALLY KNOWN TO ME

Ronald Galland

B. C. Green

A. Green

Transferees

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

v.v. 13.



D674475

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).



(Trusts must not be disclosed in the transfer.)

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

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Sixty Five Pounds

(£65-0-0) (the receipt whereof is hereby acknowledged) paid to us by George Reginald Boyl of Belmont Reservoir

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (b)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Kahibul	Part	15	4034	Lot 2 of Section R in D.P. No 9457
			16	4779	
			16	4779	

Encumbrances, &c., referred to in the foregoing description of the land are as follows:—
Reservation of gold and mining of gold to the Crown
Signed at Sydney 6th day of May 1942

ENCUMBRANCES, &c., REFERRED TO

The Seal of Perpetual Trustee Company (Limited) was herewith affixed by order of the Board of Directors in the presence of:—

Signed at _____ Manager Secretary the _____ day of _____ 1942

Signed in my presence by the transferror
John Gordon Russell Williamson
WHO IS PERSONALLY KNOWN TO ME
h. Currie J.P.

Signed in my presence by the transferror
John Gordon Russell Williamson
WHO IS PERSONALLY KNOWN TO ME
h. Currie J.P.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

George Reginald Boyl

John Gordon Russell Williamson
Transferror *

John Gordon Russell Williamson
TRANSFERROR

Emily Williamson
TRANSFERROR

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

G R Boyl
Transferee.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £100; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Additional Folios	...
Diagram Fees	...
Vol.	5778 Fol. 125
Cancellation Clerk	...
Supl. of Fingers	...
Draft forwarded	...
Diagram prepared	...
Draft examined	...
Draft written	...
Received from Records	...
Sent to Survey Branch	...
Initials	...
Date	...

PROGRESS RECORD

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles or such person as the Registrar-General may appoint. If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public. If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Consul, Vice-Consul, or Consular Agent, who should affix his seal of office, or the acting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint. Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces. The fees are: Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/6 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing. Tenants in common must receive separate Certificates. If part only of the land is transferred a new Certificate must be taken out for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



12 o'clock in the
day of
1997

Particulars entered in Register Book, Vol. 4779 Fol. 353

George Reginald Boyd (Transferee)
(Reserving mines & minerals)
County
Parish
Shire
Lake Macquarie
Ennest St. at Belmont
Lot 2, Sec. 8 of 9457
Alcres
roads
perches

MEMORANDUM OF TRANSFER OF

DOCUMENTS LODGED HERewith

To be filled in by person lodging dealing

Nature No. Item if proper, at 1/2, 1/4, etc.

Witness

FORM OF DECLARATION BY ATTESTING WITNESS

Appeared before me at
the day of
the month of
the year 1997, one thousand
the attesting witness to this instrument,
the person
signing the same, and whose signature he has attested; and that the name purporting to be such
signature of the said
signature of sound mind and freely and voluntarily signed the same.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

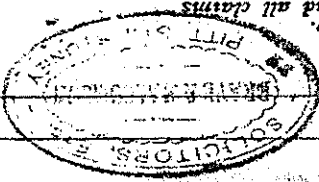
(To be signed at the time of executing the within instrument.)
Memorandum whereby the undersigned states that he has no notice of the revocation of the Power
of Attorney registered No.
just executed the within transfer.
Signed at
the day of
the month of
the year 1997, in the presence of—

CONSENT OF MORTGAGEE

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

LODGED BY

No. 1074475



Form: 01TG
Release: 3-1

TRANSFER
GRANTING EASEMENT
New South Wales
Real Property Act 1900



AK127801D

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**

Servient Tenement 100/733158	Dominant Tenement EASEMENT IN GROSS
---------------------------------	--

(B) **LODGED BY**

Document Collection Box BOX 30F	Name, Address or DX, Telephone, and Customer Account Number if any L J KANE & CO LLPN 123818G Reference: OL BELLE	CODE TG
---------------------------------------	--	-------------------

(C) **TRANSFEROR**

BELLE APARTMENTS BELMONT PTY LTD ACN 600 705 575
--

(D)

The transferor acknowledges receipt of the consideration of \$ _____
and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

AN EASEMENT OF ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable): _____

(G) **TRANSFeree**

AUSGRID ABN 67 505 337 385

DATE 21/12/2015

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

Company: Belle Apartments Belmont Pty Ltd ACN 600 705 575
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held: Scott Ronald Shafren
Sole Director/Secretary

Signature of authorised person:

Name of authorised person:

Office held:

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

Signature of witness:

Lisa Jane Anderson

Name of witness:

Address of witness:

570 GEORGE STREET
SYDNEY NSW 2000

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

Signature of attorney:

Michael McHugh

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

-No.:

Ausgrid

4693

331

CT PROD 124E on
30/12 for TG

OFF (XAU) AU 388580

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

Belle Apartments Belmont Pty Ltd as Transferor and Ausgrid as Transferee


Dated 21/12/2015

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES" on the plan annexed and marked "B" on the terms and conditions set out in memorandum registered number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Signed sealed and delivered for and on behalf of Ausgrid by its Attorney,
pursuant to Power of Attorney Registered Book 4693 No 331 who
declares that he/she has not received any notice of revocation of same.
In the presence of:


Signature of Witness

Lisa Jane Anderson
Name of Witness

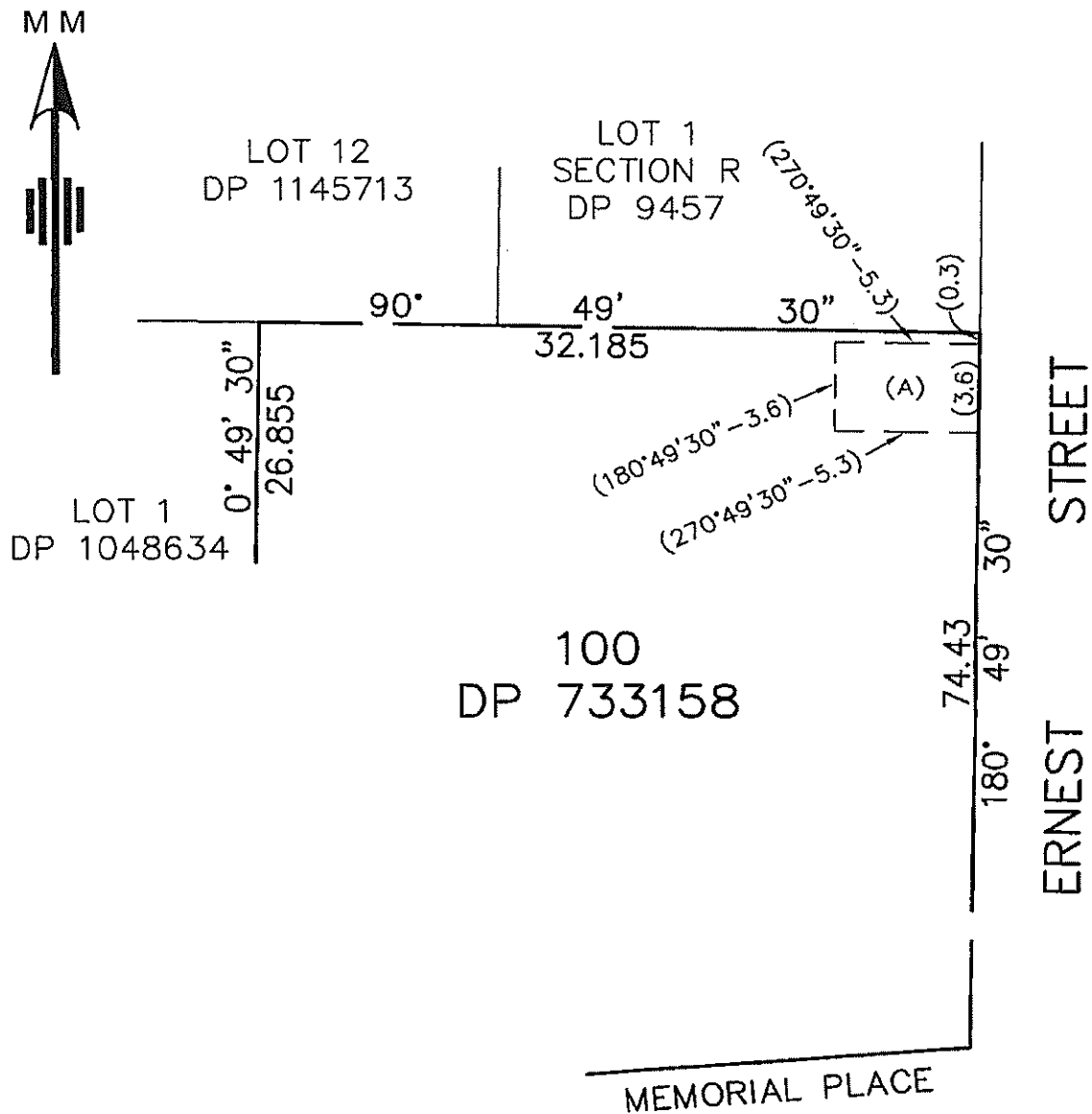

Signature of Attorney
Michael McHugh

Name of Attorney
Manager - Property & Fleet



ANNEXURE 'B'

PLAN OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES WITHIN LOT 100 DP 733158



(A) EASEMENT FOR ELECTRICITY AND OTHER
PURPOSES 3.6 WIDE

SCALE - 1:250
 LGA : LAKE MACQUARIE
 LOCALITY : BELMONT
 PARISH : KAHIBAH
 COUNTY : NORTHUMBERLAND
 DATE : 23.09.2015

MICHAEL GORDON COOKSON

Michael Gordon Cookson
 A surveyor registered under the Surveying
 and Spatial Information Act 2002
 REF : 15076

Film with.

sparke
HELMORE
LAWYERS

18 December 2015

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid acquisition of easement from Belle Apartments Belmont Pty Limited
Property: 571 Pacific Highway, Belmont
Caveat No.: AJ388580
Our ref: HEM/AUS096-00363

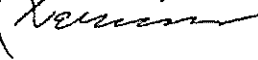
We act for Ausgrid and on behalf of Ausgrid lodged caveat AJ388580 to protect Ausgrid's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Transfer Granting Easement creating an easement in favour of Ausgrid.

Caveat AJ388580 should be removed from the titles on registration of the Transfer Granting Easement.

If you require any additional information please contact our office.

Yours faithfully



Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | port macquarie | sydney | upper hunter HEMIMBL\49257529\1



Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

AM856543G

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/SP92878		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/837	CODE CH

- (C) The Owners-Strata Plan No. 92878 certify that a special resolution was passed on 1/6/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No. Special By-law No. 1
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 92878 which includes new Added Special By-law No.1 on Page 15 of 16.

- (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 1
- (G) The seal of The Owners-Strata Plan No. 92878 was affixed on 30th OCTOBER 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:

Name:

Authority:

Signature:

Name:

Authority:

Donna Bartley
DONNA BARTLEY
STRATA MANAGING AGENT



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

ON: CPOOL
ON: CT

OFF: SG

m

ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 92878

1 Noise

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

2 Vehicles

- 2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owner's corporation.
- 2.2 The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- 2.3 An owner or occupier of a lot must keep the car space (s) forming part of the lot clean and tidy and free from oil or grease and comply with conditions of by-law 17.
- 2.4 An owner or occupier of a lot must not use the car space(s) of another owner or occupier.
- 2.5 An owner or occupier of a lot must not assign the security key(s), access keys and necessary access devices for the car parking area without consent of the owners corporation.
- 2.6 An owner or occupier of a lot must not assign, lease or licence the car space within the car parking area without the consent of the owners corporation which may not be unreasonably withheld.
- 2.7 An owner or occupier of a lot must not park or stand any vehicle in the visitor car spaces.
- 2.8 An owner or occupier of a lot must not permit any invitees' vehicles to be parked on the roadway, pathways or other common property. Any invitees shall park their vehicles in the designated visitors' parking pays on the common property, and shall use such area only for its intended purpose of casual parking. The said designated visitor parking spaces must remain available at all times for the sole use of visitors' vehicles.
- 2.9 An owner or occupier of a residential lot must park their vehicle in the residential garage.
- 2.10 An owner or occupier of a commercial lot must park their vehicle in the commercial garage.

The seal of The Owners-Strata Plan No 92878 was affixed on 30th OCTOBER 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(s):

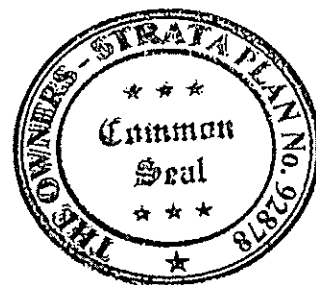
Name(s) [use block letters]:

Authority:

D Bartley

DOMINA BARTLEY

STRATA MANAGING AGENTS



ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- 5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5.2 An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- 5.3 This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 5.4 Any such locking or safety device, screen, other device, structure or sign 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.
- 5.5 Despite section 62 of the Strata Schemes Management Act 1996, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

- 7.1 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.



7.2 Skateboards, roller blades and push bikes (other than push bikes using the car park or common property for access to or egress from that part of any lot located within the car park are prohibited from use on any part of the common property.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

10.1 An owner or occupier of a lot may hang any washing on any lines (if any) provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.

10.2 An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.

10.3 An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

10.4 In this clause:
"washing" includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning windows and doors

11.1 Except in the circumstances referred to in clause 11.2, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

11.2 The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

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

13 Floor coverings

13.1 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.

- 13.2 An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 13.3 This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.
- 13.4 This by-law does not apply to floor space comprising kitchen, laundry, lavatory or bathroom.

14 Residential Garbage disposal

- 14.1 An owner or occupier of a Residential lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 14.2 An owner or occupier of a Residential lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) Must place the garbage, recyclable material or waste in the bins provided in Bin Store "B"
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- 14.3 An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

- (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

14.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and make rules about the storage and removal of garbage and recyclable materials.

15 Commercial Garbage disposal

15.1 An owner or occupier of a commercial lot in a strata scheme that does not have shared receptacles for garbage, recyclable material, waste or hazardous waste:

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

15.2 An owner or occupier of a commercial lot in a strata scheme must bear all costs associated with the removal of garbage, recyclable material or waste.

- (a) must place the garbage, recyclable material or waste in the bins provided in Bin Store "A".
- (b) must periodically take all recyclable materials to Bin Store "A" and place them in the receptacles provided for that purpose and not leave garbage or recyclable materials on common property; and
- (c) comply with the instructions of the owners corporation and Facilities Manager about the storage and removal of garbage and recyclable materials from their lot to Bin Store "A"; and
- (d) handle recyclable items in accordance with instructions from the owners corporation and Facilities Manager and relevant Authorities; and
- (e) ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

15.3 An owner or occupier of a lot:

- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
- (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material in Bin Store "B".
- (d) must not place any contaminated waste or food waste in Bin Store "A" or in any receptacle for garbage or recyclable materials. Owners and Occupiers must make their own private arrangements for and bear the cost of the safe and clean containment and periodic removal of all contaminated waste and food waste from the building.

15.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and may make rules about the storage and removal of garbage and recyclable materials.

16 Keeping of animals

16.1 Subject to section 49(4) of the Strata Schemes Management Act 1996, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog, or a small caged bird, or fish in a secure aquarium on the lot) on the lot or the common property.

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

16.3 If owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and
- (b) keep the animal within the lot, and
- (c) carry the animal when it is on the common property including on the podium level, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

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

17.2 An owner or occupier of a Lot must not, without the written approval of the Committee of the body corporate:

- (g) Erect external blinds or awnings;
- (h) Install any air-conditioning unit. Any air-conditioning unit, which is installed, shall be located in a position approved by the Committee of the body corporate so as to not cause discomfort to the neighbours;
- (i) Install any television antennae, or other radio receiving apparatus on the building;

(j) Alter the external colour scheme of any improvement on the Lot;

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

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

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

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

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

22 Controls on hours of operation and use of facilities

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

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

22.2 An owner or occupier of a lot must comply with a determination referred to in clause 22.1.

23 Compliance with planning and other requirements

23.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

23.2 The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

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

25 Signage – Commercial Lots

The owner and occupier of a Commercial lot shall be entitled to install signage sufficient to advertise their business activities subject to the following terms and conditions:

25.1 Signage may be a mix of signs located on the window drop head above the window of the respective lot, signage attached to the inside of the glass of the respective lot and may be illuminated or non-illuminated signs.

25.2 All signage installed must comply with all Lake Macquarie City Council requirements for commercial signage as may be amended from time to time.

25.3 All signage and all associated fittings and fixtures governed by this by-law is to be maintained in a good and serviceable repair and appearance befitting the standard of the building and renew or replace it whenever necessary at the expense of the owner or occupier of the respective lot

25.4 Should any signage governed by this by-law be removed, then the common property must be returned to a state of good and serviceable repair at the expense of the owner or occupier of the lot.

25.5 The installation or affixing of the signage is to be carried out by appropriately qualified individuals or subcontractors in a proper and workmanlike manner in such a way as to minimise any damage to common property and in accordance with the requirements of the owners corporation.

25.6 The owner or occupier must:

(1) bear all costs associated with the signage including, where relevant, the cost of electricity for illuminating it;

(2) indemnify and keep indemnified the owners corporation from and against all actions, proceedings, claims, demands, costs, damages, expenses and liability brought or made against the owners corporation in respect of all loss (including consequential loss, loss of earnings and loss of profits), injury or damage caused directly or indirectly or contributed to by the exercise of the owner's or occupier's rights under this by-law or by the signage; and

(3) repair and make good to the owners corporation's absolute satisfaction any damage to any exterior surface of any lot or the common property caused by the exercise of the owner's or occupier's rights under this by-law or by the signage including but not limited to any damage caused by the removal, maintenance or replacement of the signage.

25.9 In the event that any of the owner's or occupier's obligations above are not met, the owners corporation may immediately revoke consent for the signage and the owner or occupier must then immediately remove such signage and make good repair and make good to the owners corporation's absolute satisfaction any damage to any exterior surface of any lot or the common property which is

caused by the removal of such signage. In the event that the owner or occupier does not remove the signage, the owners corporation may remove the signage at the sole cost of the owner or occupier.

25.10 The owners corporation must not obstruct, or hinder the use of any signage erected by the owner or occupier where such signage has been erected and is being maintained in accordance with this by-law.

26 Lift Access

26.1 This by-law applies to any owner or occupier of a Lot who requires Lift Access in order to furnish or fit out a Lot.

26.2 The owner or occupier of a Lot must contact the Owners Corporation to arrange for the use of a lift for the purpose of furnishing or fit out of a Lot for a period of time approved by the Owners Corporation.

26.3 The owner or occupier of a Lot must ensure the external frame of the lift, in lift lobbies, be protected against damage by a suitable form of protection to be approved by the Owners Corporation.

26.4 The owner or occupier of a Lot must observe the load limits of the lift cars. Any damage or service costs resulting from the owner or occupier overloading the Lift will be the owner or occupier's responsibility.

27 Facilities Manager

27.1 Agreement

In addition to its powers under the Strata Schemes Management Act 1996, the owners corporation has the power to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the building and the Strata Scheme.

27.2 Terms of the agreement:

The agreement may have provisions about:

(a) the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and

(b) the rights of the Facilities Manager to assign the agreement.

27.3 Remuneration

The remuneration for the Facilities Manager is at the discretion of the owners corporation and the parties to the agreement.

27.4 Owners and occupiers obligations

An owner or occupier must not:

(a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the owners corporation; or

(b) interfere with or stop the Facilities Manager or Strata Manager using common property that the owners corporation permits them to use.

28 Moving items within the Strata Scheme

Each owner and occupier must:

(a) make arrangements with the owners corporation or Facilities Manager prior to moving furniture or goods through the Strata Scheme or the owners corporation lifts. Arrangements must be made at least 48 hours before the moving of furniture or goods; and

(b) only move furniture and goods through the Strata Scheme in accordance with instructions given by the owners corporation or Facilities Manager.

29 Security

29.1 Audio Visual Security

In addition to its powers under the Strata Schemes Management Act 1996, the owners corporation:

(a) has the power to install and operate in the common property audio visual security cameras and other audio visual surveillance equipment for the security of the Strata Scheme; and

(b) close off or restrict by security keys access to parts of the common property; and

(c) allow the Strata Manager, Facilities Manager and security personnel to use part of common property to operate or monitor security of the Strata Scheme. The owners corporation may exclude owners or occupiers from using these parts of Common property.

29.2 Owner and occupier obligations:

An owner or occupier must:

(a) not interfere with security cameras or surveillance equipment; and

(b) not do anything that might prejudice the security or safety of the Strata Scheme; and

(c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

29.3 Alarms

An owner or occupier may install a security alarm in a lot without the consent from the owners corporation only if:

(a) the alarm is a "back to base" facility; and

(b) the alarm is silent; and

(c) the alarm does not have flashing lights; and

(d) the installation is not attached to and does not interfere with common property.

If the installation of a security alarm is attached to or interferes with common property, the owner or occupier must have consent from the owners corporation before they install the alarm.

30 Traffic - Owners corporations powers

In addition to its powers under the Strata Schemes Management Act 1996 the owners corporation has the power to:

(a) impose a speed limit for traffic on common property; and

(b) impose reasonable restrictions on the use of common property driveways and parking areas; and

(c) install speed humps, barriers and other traffic control devices in common property; and

(d) install signs about parking and to control vehicular and pedestrian traffic in common property.

31 Smoking

Smoking is not permitted in any part of the common property.

32 Separate Water Metering

(a) The owners corporation must install an individual sub meter to each owner's lot to measure water consumption.

(b) The owners corporation is responsible for the proper maintenance of the individual sub meter, and must keep the sub meter in a state of good and serviceable repair.

(c) The owners corporation may appoint a contractor to take readings from the individual sub meter on an owner's lot and provide water consumption readings to the owners corporation or Strata Manager of the owners corporation.

(d) The Strata Manager of the owners corporation will then calculate the cost for water consumption of each owner and the charge for each owner's water consumption will be placed on the owner's lot account as a debt due to the owners corporation on demand (and reference of that debt may be included on the owner's levy notice).

33 Exclusive Use - Residential lots - Hot Water Service

33.1 The owner of each Residential lot has a special privilege to use the hot water system servicing Residential lots in the building (Residential Water Service).

33.2 Each owner or occupier must give the owners corporation reasonable access to his or her lot to maintain, repair or replace connections to the Residential Water Service.

33.3 The owners corporation must operate, maintain, repair and replace the Residential Water Service.

33.4 Owners of Residential lots are responsible for costs incurred under by-law 33.3 for Residential Water Service and must indemnify the owners corporation in this regard according to the relative proportion of their respective unit entitlements

33.5 The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Residential Water Service.

33.6 An owner of a lot may allow any occupier of a lot to exercise the special privilege rights of the owner under this by-law. The owner remains liable under these by laws of all obligations under this by-law.

34 Exclusive use of Grease Trap

34.1 The owners and occupiers of Lots 112, 113, 114, 115 and 116 shall be entitled to the exclusive use of the grease traps designated for those lots and the special privilege to connect to and use the grease trap servicing their lot.

34.2 The owners corporation is responsible for the proper maintenance, repair and pump out of the grease traps.

34.3 The owners of Lots 112, 113, 114, 115 and 116 are responsible for the costs incurred under by-law 34.2 for the grease traps and associated sump pumps and must indemnify the owners corporation in this regard relative to their respective unit entitlements or for the costs directly attributable to a grease trap servicing a particular lot.

35 Exclusive use - Ground Floor Common Property Bathroom Facilities

35.1 The owners and occupiers of the Commercial lots shall be entitled to the exclusive use of the common property bathroom facilities located on the ground floor,

35.2 The owners corporation is responsible for the proper cleaning, maintenance, service and repair of the common property bathroom facilities located on the ground floor.

35.3 The owners of the Commercial lots are responsible for the costs incurred under by law 35.2 for the common property bathroom facilities located on the ground floor and must indemnify the owners corporation in this regard relative to their respective unit entitlements.

36 Exclusive Use - Lifts

36.1 The owners and occupiers of the Residential lots shall be entitled to the exclusive use of the common property lifts.

36.2 The owners corporation is responsible for the proper maintenance, cleaning, service and repair of the common property lifts.

36.3 The owners of the Residential lots are responsible for the costs incurred under by law 36.2 for the common property lifts and must indemnify the owners corporation in this regard relative to their respective unit entitlements.

37 Exclusive Use - Level 1- Open Air Garden

37.1 The owners and occupiers of the Residential lots shall be entitled to the exclusive use of the Open Air Garden located on Level 1.

37.2 The owners corporation is responsible for the proper maintenance and cleaning of the Level 1 - Open Air Garden area including but not limited to plants and gardens in that area.

37.3 The owners of the Residential lots are responsible for the costs incurred under by law 37.2 for the Level 1 - Open Air Garden area and must indemnify the owners corporation in this regard according to the relative proportion of their respective unit entitlements.

37.4 The owners corporation may create Rules of Use for the Level 1 - Open Air Garden from time to time including but not limited to Hours of Use.

38 Exclusive Use - Commercial Lots - Air Conditioning

The owner of a Commercial lot shall have the exclusive use of so much of the common property located at the Northern end of garage Level G as is necessary for the installation of air conditioning to their lot on the following conditions:

38.1 Air conditioning means the air conditioning outlet, coolant pipes, plant and equipment, pad or brackets on which the equipment is mounted and electrical wiring connecting the air conditioning outlet in the lot to the condenser at the plant location.

38.2 Any owner of a lot is responsible for the running costs, maintenance and keeping in a state of good and serviceable repair of the air conditioning and for its renewal, removal and replacement if necessary;

38.3 The air conditioning equipment must be serviced by a qualified contractor and all works carried out in connection with servicing of the air conditioning equipment and its removal must be carried out in a good and tradesman like manner at the expense of the owner of the a lot;

38.4 The owner of a lot will be responsible (at its cost) to make good all damage to the building, common property and another lot arising from the air conditioning plant for their lot.

38.5 The maintenance and servicing of air conditioning equipment must be in accordance with all approvals as may be required by any authority or council, all relevant standards, manufacturers' specifications and in a manner to prevent vibration.

38.6 The owner of a lot must indemnify the owners corporation from and against any claims, demands and liability of any kind which may arise in respect of damage to any property or death or injury to any person arising out of exercise of the right conferred by the by-law or the owners use of the air conditioning.

39 Noticeboard

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

40 Balconies

40.1 Items on Balconies

Subject to the other requirements of the by-law an owner or occupier may keep the following items on a Balcony:

- (a) pot plants and planter boxes; and
- (b) occasional furniture; and
- (c) recreational equipment (other than bicycles and gym equipment); and
- (d) air conditioning condensers and associated equipment and screens; and
- (e) portable barbecues; and
- (f) other items approved by the owners corporation

40.2 General Requirements for Balconies

An owner or occupier must:

- (a) keep items on the balcony clean and tidy and in good condition and well maintained; and
- (b) ensure that items on the balcony are of a high quality and finish and are in keeping with the appearance of the building; and
- (c) ensure that items on the balcony of their lot are secure against the prospect of being dislodged by wind; and
- (d) when watering plants on the balcony, take steps to ensure that water does not leave the balcony; and
- (e) ensure that any plants or landscaping on the balcony is kept neat and tidy and that no landscaping hangs or grows over the edge of the balcony; and
- (f) not use a hose on the balcony; and
- (g) not install or construct additional bayonets or gas outlets on the balcony; and (h) not hang laundry, bedding or other articles over the balcony railing; and
- (i) not keep flammable materials or items which are likely to cause damage or injury to any person or property on the balcony; and
- (j) not store any bicycles on the balcony; and

(k) keep any air conditioning condenser or similar equipment well maintained and secure and screened from view outside the lot and not allow any person to climb upon the unit or any screening; and

(l) comply with any owners corporation requirements or rules in relation to screening, installation or maintenance of air conditioning units and associated screens in the building.

41 Barbeques

An owner or occupier may store and operate a portable barbeque on a balcony if:

- (a) it is a type permitted under by-law 41.1; and
- (b) it will not (or is not likely to) cause damage; and
- (c) it is not (or is not likely to become) dangerous; and
- (d) they keep it covered when they are not operating it; and
- (e) they keep it clean and tidy; and
- (f) they comply with this by-law 41.

If an owner or occupier uses a portable barbeque on a balcony, it must not create smoke, odours or noise which interferes unreasonably with another owner or occupier.

41.1 Type of Portable Barbeques

The types of barbeques permitted under this by-law are:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the executive committee of the owners corporation.

Solid fuel burning barbeques are prohibited.

Special By Law 1- Minor Renovations

The Owners Corporation in accordance with Section 110 (6) (b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

The seal of The Owners-Strata Plan No 92878 was affixed on 30 OCTOBER 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(s):

Name(s) [use block letters]:

Authority:

[Handwritten Signature]

Donna BARTLEY

STRATA MANAGING AGENT



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 92878 was affixed on 30 OCTOBER 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: [Signature] Name: DORRIS BARTLEY Authority: STRATA MANAGING AGENT

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Form: 15CH
Edition: 1705

**CONSOLIDATION/
CHANGE OF BY-LAWS**



New South Wales
Strata Schemes Management Act 20
Real Property Act 1900

AQ541570K

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/SP92878

(B) **LODGED BY**

Document Name, Address or DX, Telephone, and Customer Account Number if any
Collection C/- Chambers Russell Lawyers
Box GPO Box 7100
SYDNEY NSW 2001 P (02) 8248 2800
Reference (optional): SYD201187 email: skavanagh@chambersrussell.com.au

CODE

CH

(C) The Owners-Strata Plan No 92878..... certify that a special resolution was passed on 1 July 2020.....

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE.....

Added by-law No. 42.....

Amended by-law No. NOT APPLICABLE.....

as fully set out below:

See Schedule 1 of Annexure A.

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure.....

(G) The seal of The Owners-Strata Plan No. 92878..... was affixed on 14/10/2020..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

Name

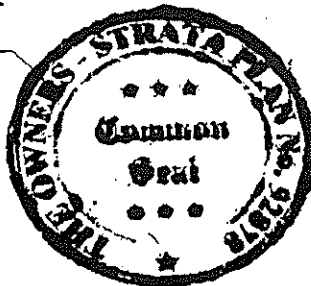
Authority

Luke McCann
LUKE MCCANN
STRATA MANAGING AGENT

Signature

Name

Authority



Annexure A to Form 15CH

Consolidated by-laws

The Owners—Strata Plan No 92878

571 Pacific Highway, Belmont 2280

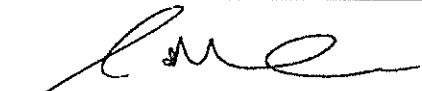

Signed by the person(s) who attested the
affixing of the seal of the Owners Corporation
to the Form 15CH Consolidation / Change of
By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

1 Noise

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

2 Vehicles

- 2.1** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owner's corporation.
- 2.2** The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.
- 2.3** An owner or occupier of a lot must keep the car space (s) forming part of the lot clean and tidy and free from oil or grease and comply with conditions of by-law 17.
- 2.4** An owner or occupier of a lot must not use the car space(s) of another owner or occupier.
- 2.5** An owner or occupier of a lot must not assign the security key(s), access keys and necessary access devices for the car parking area without consent of the owners corporation.
- 2.6** An owner or occupier of a lot must not assign, lease or licence the car space within the car parking area without the consent of the owners corporation which may not be unreasonably withheld.
- 2.7** An owner or occupier of a lot must not park or stand any vehicle in the visitor car spaces.
- 2.8** An owner or occupier of a lot must not permit any invitees' vehicles to be parked on the roadway, pathways or other common property. Any invitees shall park their vehicles in the designated visitors' parking pays on the common property, and shall use such area only for its intended purpose of casual parking. The said designated visitor parking spaces must remain available at all times for the sole use of visitors' vehicles.
- 2.9** An owner or occupier of a residential lot must park their vehicle in the residential garage.
- 2.10** An owner or occupier of a commercial lot must park their vehicle in the commercial garage.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- 5.1** An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- 5.2** An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- 5.3** This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- 5.4** Any such locking or safety device, screen, other device, structure or sign 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.
- 5.5** Despite section 62 of the Strata Schemes Management Act 1996, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

- 7.1** 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.
- 7.2** Skateboards, roller blades and push bikes (other than push bikes using the car park or common property for access to or egress from that part of any lot located within the car park are prohibited from use on any part of the common property.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

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

11 Cleaning windows and doors

- 11.1** Except in the circumstances referred to in clause 11.2, an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

- 11.2** The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Floor coverings

- 13.1** 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.
- 13.2** An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- 13.3** This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.
- 13.4** This by-law does not apply to floor space comprising kitchen, laundry, lavatory or bathroom.

14 Residential Garbage disposal

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

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

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

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

14.3 An owner or occupier of a lot:

- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
- (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

14.4 The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and make rules about the storage and removal of garbage and recyclable materials.

15 Commercial Garbage disposal

15.1 An owner or occupier of a commercial lot in a strata scheme that does not have shared receptacles for garbage, recyclable material, waste or hazardous waste:

- (a) Must maintain such receptacles within the lot, or on such part of the common

property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

- (b) Must ensure that before garbage, recyclable material, waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
- (d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
- (e) Must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

15.2 An owner or occupier of a commercial lot in a strata scheme must bear all costs associated with the removal of garbage, recyclable material or waste.

(a) must place the garbage, recyclable material or waste in the bins provided in Bin Store "A".

(b) must periodically take all recyclable materials to Bin Store "A" and place them in the receptacles provided for that purpose and not leave garbage or recyclable materials on common property; and

(c) comply with the instructions of the owners corporation and Facilities Manager about the storage and removal of garbage and recyclable materials from their lot to Bin Store "A"; and

(d) handle recyclable items in accordance with instructions from the owners corporation and Facilities Manager and relevant Authorities; and

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

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

15.3 An owner or occupier of a lot:

(a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material in Bin Store "B".

(d) must not place any contaminated waste or food waste in Bin Store "A" or in any receptacle for garbage or recyclable materials. Owners and Occupiers must make their own private arrangements for and bear the cost of the safe and clean containment and periodic removal of all contaminated waste and food waste from the building.

- 15.4** The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements and may make rules about the storage and removal of garbage and recyclable materials.

16 Keeping of animals

- 16.1** Subject to section 49(4) of the Strata Schemes Management Act 1996, an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog, or a small caged bird, or fish in a secure aquarium on the lot) on the lot or the common property.

- 16.2** The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

- 16.3** If owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

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

(b) keep the animal within the lot, and

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

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

17 Appearance of lot

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

17.2 An owner or occupier of a Lot must not, without the written approval of the Committee of the body corporate:

- (g) Erect external blinds or awnings;
- (h) Install any air-conditioning unit. Any air-conditioning unit, which is installed, shall be located in a position approved by the Committee of the body corporate so as to not cause discomfort to the neighbours;
- (i) Install any television antennae, or other radio receiving apparatus on the building;
- (j) Alter the external colour scheme of any improvement on the Lot;

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

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

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

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (k) commercial cleaning,
- (d) domestic services,

- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

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

22 Controls on hours of operation and use of facilities

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

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

22.2 An owner or occupier of a lot must comply with a determination referred to in clause 22.1.

23 Compliance with planning and other requirements

23.1 The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

23.2 The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

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

25 Signage – Commercial Lots

The owner and occupier of a Commercial lot shall be entitled to install signage sufficient to advertise their business activities subject to the following terms and conditions:

25.1 Signage may be a mix of signs located on the window drop head above the window of the respective lot, signage attached to the inside of the glass of the respective lot and may be illuminated or non-illuminated signs.

25.2 All signage installed must comply with all Lake Macquarie City Council requirements for commercial signage as may be amended from time to time.

25.3 All signage and all associated fittings and fixtures governed by this by-law is to be maintained in a good and serviceable repair and appearance befitting the standard of the building and renew or replace it whenever necessary at the expense of the owner or occupier of the respective lot

25.4 Should any signage governed by this by-law be removed, then the common property must be returned to a state of good and serviceable repair at the expense of the owner or occupier of the lot.

25.5 The installation or affixing of the signage is to be carried out by appropriately qualified individuals or subcontractors in a proper and workmanlike manner in such a way as to minimise any damage to common property and in accordance with the requirements of the owners corporation.

25.6 The owner or occupier must:

(1) bear all costs associated with the signage including, where relevant, the cost of electricity for illuminating it;

(2) indemnify and keep indemnified the owners corporation from and against all actions, proceedings, claims, demands, costs, damages, expenses and liability brought or made against the owners corporation in respect of all loss (including consequential loss, loss of earnings and loss of profits), injury or damage caused directly or indirectly or contributed to by the exercise of the owner's or occupier's rights under this by-law or by the signage; and

(3) repair and make good to the owners corporation's absolute satisfaction any damage to any exterior surface of any lot or the common property caused by the exercise of the owner's or occupier's rights under this by-law or by the signage including but not limited to any damage caused by the removal, maintenance or replacement of the signage.

25.9 In the event that any of the owner's or occupier's obligations above are not met, the owners corporation may immediately revoke consent for the signage and the owner or occupier must then immediately remove such signage and make good repair and make good

to the owners corporation's absolute satisfaction any damage to any exterior surface of any lot or the common property which is caused by the removal of such signage. In the event that the owner or occupier does not remove the signage, the owners corporation may remove the signage at the sole cost of the owner or occupier.

25.10 The owners corporation must not obstruct, or hinder the use of any signage erected by the owner or occupier where such signage has been erected and is being maintained in accordance with this by-law.

26 Lift Access

- 26.1** This by-law applies to any owner or occupier of a Lot who requires Lift Access in order to furnish or fit out a Lot.
- 26.2** The owner or occupier of a Lot must contact the Owners Corporation to arrange for the use of a lift for the purpose of furnishing or fit out of a Lot for a period of time approved by the Owners Corporation.
- 26.3** The owner or occupier of a Lot must ensure the external frame of the lift, in lift lobbies, be protected against damage by a suitable form of protection to be approved by the Owners Corporation.
- 26.4** The owner or occupier of a Lot must observe the load limits of the lift cars. Any damage or service costs resulting from the owner or occupier overloading the Lift will be the owner or occupier's responsibility.

27 Facilities Manager

27.1 Agreement

In addition to its powers under the Strata Schemes Management Act 1996, the owners corporation has the power to appoint and enter into agreements with a Facilities Manager to provide management and operational services for the building and the Strata Scheme.

27.2 Terms of the agreement:

The agreement may have provisions about:

- (a) the rights of the parties to the agreement and the Facilities Manager to terminate the agreement early; and
- (b) the rights of the Facilities Manager to assign the agreement.

27.3 Remuneration

The remuneration for the Facilities Manager is at the discretion of the owners corporation and the parties to the agreement.

27.4 Owners and occupiers obligations

An owner or occupier must not:

- (a) interfere with or stop the Facilities Manager or Strata Manager performing their obligations or exercising their rights under their agreements with the owners corporation; or
- (b) interfere with or stop the Facilities Manager or Strata Manager using common property that the owners corporation permits them to use.

28 Moving Items within the Strata Scheme

Each owner and occupier must:

- (a) make arrangements with the owners corporation or Facilities Manager prior to moving furniture or goods through the Strata Scheme or the owners corporation lifts. Arrangements must be made at least 48 hours before the moving of furniture or goods; and
- (b) only move furniture and goods through the Strata Scheme in accordance with instructions given by the owners corporation or Facilities Manager.

29 Security

29.1 Audio Visual Security

In addition to its powers under the Strata Schemes Management Act 1996, the owners corporation:

- (a) has the power to install and operate in the common property audio visual security cameras and other audio visual surveillance equipment for the security of the Strata Scheme; and
- (b) close off or restrict by security keys access to parts of the common property; and
- (c) allow the Strata Manager, Facilities Manager and security personnel to use part of common property to operate or monitor security of the Strata Scheme. The owners corporation may exclude owners or occupiers from using these parts of Common property.

29.2 Owner and occupier obligations:

An owner or occupier must:

- (a) not interfere with security cameras or surveillance equipment; and
- (b) not do anything that might prejudice the security or safety of the Strata Scheme; and
- (c) take reasonable care to make sure that fire and security doors are locked or closed when they are not being used.

29.3 Alarms

An owner or occupier may install a security alarm in a lot without the consent from the owners corporation only if:

- (a) the alarm is a "back to base" facility; and
- (b) the alarm is silent; and

(c) the alarm does not have flashing lights; and

(d) the installation is not attached to and does not interfere with common property.

If the installation of a security alarm is attached to or interferes with common property, the owner or occupier must have consent from the owners corporation before they install the alarm.

30 Traffic - Owners corporations powers

In addition to its powers under the Strata Schemes Management Act 1996 the owners corporation has the power to:

(a) impose a speed limit for traffic on common property; and

(b) impose reasonable restrictions on the use of common property driveways and parking areas; and

(c) install speed humps, barriers and other traffic control devices in common property; and

(d) install signs about parking and to control vehicular and pedestrian traffic in common property.

31 Smoking

Smoking is not permitted in any part of the common property.

32 Separate Water Metering

(a) The owners corporation must install an individual sub meter to each owner's lot to measure water consumption.

(b) The owners corporation is responsible for the proper maintenance of the individual sub meter, and must keep the sub meter in a state of good and serviceable repair.

(c) The owners corporation is not required to take readings from the individual sub meter on an owners lot.

(d) Notwithstanding sub clause (c) , the owners corporation may appoint a contractor to take readings from the individual sub meter on an owners lot and provide water consumption readings to the owners corporation or Strata Manager of the owners corporation.

(e) If the owners corporation appoints a contractor pursuant to sub-clause (d), the Strata Manager of the owners corporation will then calculate the cost for water consumption of each owner and the charge for each owners water consumption will be placed on the owners lot account as a debt due to the owners corporation on demand (and reference of that debt may be included on the owners levy notice).

33 Exclusive Use - Residential lots - Hot Water Service

33.1 The owner of each Residential lot has a special privilege to use the hot water system servicing Residential lots in the building (Residential Water Service).

33.2 Each owner or occupier must give the owners corporation reasonable access to his or her lot to maintain, repair or replace connections to the Residential Water Service.

33.3 The owners corporation must operate, maintain, repair and replace the Residential Water Service.

33.4 Owners of Residential lots are responsible for costs incurred under by-law 33.3 for Residential Water Service and must indemnify the owners corporation in this regard according to the relative proportion of their respective unit entitlements

33.5 The owners corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Residential Water Service.

33.6 An owner of a lot may allow any occupier of a lot to exercise the special privilege rights of the owner under this by-law. The owner remains liable under these by laws of all obligations under this by-law.

34 Exclusive use of Grease Trap

34.1 The owners and occupiers of Lots 112, 113, 114, 115 and 116 shall be entitled to the exclusive use of the grease traps designated for those lots and the special privilege to connect to and use the grease trap servicing their lot.

34.2 The owners corporation is responsible for the proper maintenance, repair and pump out of the grease traps.

34.3 The owners of Lots 112, 113, 114, 115 and 116 are responsible for the costs incurred under by-law 34.2 for the grease traps and associated sump pumps and must indemnify the owners corporation in this regard relative to their respective unit entitlements or for the costs directly attributable to a grease trap servicing a particular lot.

35 Exclusive use - Ground Floor Common Property Bathroom Facilities

35.1 The owners and occupiers of the Commercial lots shall be entitled to the exclusive use of the common property bathroom facilities located on the ground floor,

35.2 The owners corporation is responsible for the proper cleaning, maintenance, service and repair of the common property bathroom facilities located on the ground floor.

35.3 The owners of the Commercial lots are responsible for the costs incurred under by law 35.2 for the common property bathroom facilities located on the ground floor and must indemnify the owners corporation in this regard relative to their respective unit entitlements.

36 Exclusive Use - Lifts

36.1 The owners and occupiers of the Residential lots shall be entitled to the exclusive use of the common property lifts.

36.2 The owners corporation is responsible for the proper maintenance, cleaning, service and repair of the common property lifts.

36.3 The owners of the Residential lots are responsible for the costs incurred under by law 36.2 for the common property lifts and must indemnify the owners corporation in this regard relative to their respective unit entitlements.

37 Exclusive Use - Level 1- Open Air Garden

37.1 The owners and occupiers of the Residential lots shall be entitled to the exclusive use of the Open Air Garden located on Level 1.

37.2 The owners corporation is responsible for the proper maintenance and cleaning of the Level 1 - Open Air Garden area including but not limited to plants and gardens in that area.

37.3 The owners of the Residential lots are responsible for the costs incurred under by law 37.2 for the Level 1 - Open Air Garden area and must indemnify the owners corporation in this regard according to the relative proportion of their respective unit entitlements.

37.4 The owners corporation may create Rules of Use for the Level 1 - Open Air Garden from time to time including but not limited to Hours of Use.

38 Exclusive Use - Commercial Lots - Air Conditioning

The owner of a Commercial lot shall have the exclusive use of so much of the common property located at the Northern end of garage Level G as is necessary for the installation of air conditioning to their lot on the following conditions:

38.1 Air conditioning means the air conditioning outlet, coolant pipes, plant and equipment, pad or brackets on which the equipment is mounted and electrical wiring connecting the air conditioning outlet in the lot to the condenser at the plant location.

38.2 Any owner of a lot is responsible for the running costs, maintenance and keeping in a state of good and serviceable repair of the air conditioning and for its renewal, removal and replacement if necessary;

38.3 The air conditioning equipment must be serviced by a qualified contractor and all works carried out in connection with servicing of the air conditioning equipment and its removal must be carried out in a good and tradesman like manner at the expense of the owner of the a lot;

38.4 The owner of a lot will be responsible (at its cost) to make good all damage to the building, common property and another lot arising from the air conditioning plant for their lot.

38.5 The maintenance and servicing of air conditioning equipment must be in accordance with all approvals as may be required by any authority or council, all relevant standards, manufacturers' specifications and in a manner to prevent vibration.

38.6 The owner of a lot must indemnify the owners corporation from and against any claims, demands and liability of any kind which may arise in respect of damage to any property or death or injury to any person arising out of exercise of the right conferred by the by-law or the owners use of the air conditioning.

39 Noticeboard

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

40 Balconies

40.1 Items on Balconies

Subject to the other requirements of the by-law an owner or occupier may keep the following items on a Balcony:

- (a) pot plants and planter boxes; and
- (b) occasional furniture; and
- (c) recreational equipment (other than bicycles and gym equipment); and
- (d) air conditioning condensers and associated equipment and screens; and
- (e) portable barbeques; and
- (f) other items approved by the owners corporation

40.2 General Requirements for Balconies

An owner or occupier must:

- (a) keep items on the balcony clean and tidy and in good condition and well maintained; and
- (b) ensure that items on the balcony are of a high quality and finish and are in keeping with the appearance of the building; and
- (c) ensure that items on the balcony of their lot are secure against the prospect of being dislodged by wind; and
- (d) when watering plants on the balcony, take steps to ensure that water does not leave the balcony; and
- (e) ensure that any plants or landscaping on the balcony is kept neat and tidy and that no landscaping hangs or grows over the edge of the balcony; and
- (f) not use a hose on the balcony; and

(g) not install or construct additional bayonets or gas outlets on the balcony; and (h) not hang laundry, bedding or other articles over the balcony railing; and

(i) not keep flammable materials or items which are likely to cause damage or injury to any person or property on the balcony; and

(j) not store any bicycles on the balcony; and

(k) keep any air conditioning condenser or similar equipment well maintained and secure and screened from view outside the lot and not allow any person to climb upon the unit or any screening; and

(l) comply with any owners corporation requirements or rules in relation to screening, installation or maintenance of air conditioning units and associated screens in the building.

41 Barbeques

An owner or occupier may store and operate a portable barbeque on a balcony if:

(a) it is a type permitted under by-law 41.1; and

(b) it will not (or is not likely to) cause damage; and

(c) it is not (or is not likely to become) dangerous; and

(d) they keep it covered when they are not operating it; and

(e) they keep it clean and tidy; and

(f) they comply with this by-law 41.

If an owner or occupier uses a portable barbeque on a balcony, it must not create smoke, odours or noise which interferes unreasonably with another owner or occupier.

41.1 Type of Portable Barbeques

The types of barbeques permitted under this by-law are:

(a) a covered gas or electric portable barbeque; or

(b) any other type approved by the executive committee of the owners corporation.

Solid fuel burning barbeques are prohibited.

42. Smoke penetration

- 42.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 42.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

| Special By-Law 1 – Minor Renovations

The Owners Corporation in accordance with Section 110 (6) (b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

| Special By-Law 2 – Carrying out Repair or Maintenance Works to Vehicles Within a Car Space

1. Subject to sub-clause (2), an owner or occupier must not conduct any works to vehicles within the Strata Scheme.

2. An owner or occupier may use their car space to conduct repairs or maintenance works to the vehicles parked in their car space ("Works") provided that any such works;

a. do not interfere with or damage the common property;

b. do not interfere with or damage the property of the owner or occupier of another lot;

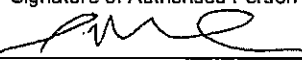
c. do not interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property (for the purposes of this sub-clause, works that are deemed to interfere with peaceful enjoyment include but is not limited to works that involve grinding and welding and that may result in the production of spray paint fumes, dust, debris and odours).

3. If the works cause damage to the common property, for instance, if the common property is marked by oil stains, paint, or oil is tipped into the water line, or is damage is caused to the property of the owner or occupier of another lot, the owner or occupier conducting the works must make good any such damage within a reasonable period after that damage occurs.

4. The owner or occupier conducting the works must indemnify the owners Corporation against any loss or damage, cost, charge or expense incurred or sustained by the owners corporation as a result of the works.

Execution

THE COMMON SEAL of The Owners—Strata Plan No 92878 was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person 
Full name of Authorised Person LUKE MCCANN
Capacity of Authorised Person STRATA MANAGING AGENT
Address of signatory



Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

14/10/2020 Date of affixing of the Seal
--



INFOTRACK PTY LTD
DX 578
SYDNEY

Our Ref:143552
Your Ref:
25941:124951
ABN 81 065 027 868

27 July 2021

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00
Receipt No: 11633475
Receipt Date: 26 July 2021

DESCRIPTION OF LAND

Address: 306/11 Ernest Street, BELMONT NSW 2280
Lot Details: Lot 83 SP 92878
Parish: Kahibah
County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "J. Hayes", written over a faint, stylized fingerprint pattern.

ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018 - (whole of lot)

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2021

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

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

Nil

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.

B2 Local Centre

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation

Any other development not specified in item (ii) or (iv)

NOTE: Clause 7.10 requires that development consent must not be granted to development for the purpose of hostel, residential flat building or seniors housing; unless it is part of a mixed use development in which most of the ground floor of the building facing the primary street has an active street frontage consisting of a commercial premise or health services facility.

- (iv) The purposes for which the Instrument provides that development is

prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps;

Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (c) Whether the land includes or comprises critical habitat.

No

- (d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5

Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

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

No

(d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.
No

3 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

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

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

Nil

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

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The advice in section (5) above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

6 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
(ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

- No
- (d) acid sulfate soils
- Yes
- Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.
- (e) contaminated or potentially contaminated land
- Yes
- Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.
- (f) any other risk (other than flooding).
- No

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

7A Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- No
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- No
- (3) In this clause—
- flood planning area** has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in

April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

9A Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

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

Nil

15 Site compatibility certificates and conditions for seniors housing

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

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not Applicable

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in

respect of the land.

No

(a) The matter certified by the certificate

Not Applicable

(b) The date on which the certificate ceases to be current

Not Applicable

(c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectification orders

(1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

(2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

A building rectification order **is not** in force in respect of this land.

(b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been

given in respect of this land.

(3) In this clause:

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

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

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

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

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

No

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

No

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

No

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

No

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

No

ATTACHMENTS:

Complimentary Certificate for Real Property Lot

ATTACHMENT: Complimentary Certificate for Real Property Lot

INFOTRACK PTY LTD
DX 578
SYDNEY

Our Ref:143553
Your Ref:
25941:124951
ABN 81 065 027 868

27 July 2021

**PLANNING CERTIFICATE UNDER THE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: Nil

Receipt No:

Receipt Date:

DESCRIPTION OF LAND

Address: Belle Apartments, 571 Pacific Highway, BELMONT NSW 2280

Lot Details: Lot 100 DP 733158

Parish: Kahibah

County: Northumberland

For: MORVEN CAMERON
GENERAL MANAGER



ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)

1 Names of Relevant Planning Instruments and Development Control Plans

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018 - (whole of lot)

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2021

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

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

Nil

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

2 Zoning and land use under relevant Local Environmental Plans

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

- (a) (i) The identity of the zone applying to the land.

B2 Local Centre

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Service stations; Shop top housing; Tourist and visitor accommodation

Any other development not specified in item (ii) or (iv)

NOTE: Clause 7.10 requires that development consent must not be granted to development for the purpose of hostel, residential flat building or seniors housing; unless it is part of a mixed use development in which most of the ground floor of the building facing the primary street has an active street frontage consisting of a commercial premise or health services facility.

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps;

Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures

NOTE: The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (c) Whether the land includes or comprises critical habitat.

No

- (d) Whether the land is in a conservation area (however described).

No

- (e) Whether an item of environmental heritage (however described) is situated on the land.

Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

NOTE: An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS), may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

(2) The following answers relate to the Draft Instrument (see 1(2) above).

(a) Nil

NOTE: The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

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

No

(d) Whether the land is in a conservation area (however described).

No

(e) Whether an item of environmental heritage (however described) is situated on the land.

No

3 Complying development

The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), and 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Low Rise Housing Diversity Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Housing Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial Alterations Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Commercial and Industrial (New Buildings and Additions) Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Subdivisions Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Rural Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Greenfield Housing Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

General Development Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Demolition Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Fire Safety Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Container Recycling Facilities Code

Note: If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

4 Coastal Protection

(Repealed 3 April 2018)

4A Information relating to beaches and coasts

(Repealed 3 April 2018)

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

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

Nil

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

5 Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The advice in section (5) above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

6 Road widening and road realignment

Whether the land is affected by any road widening or realignment under:

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

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

7 Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or
- (ii) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council,

that restricts the development of the land because of the likelihood of:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

No

- (c) tidal inundation

No

- (d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict the development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Council does not hold sufficient information about previous use of the land to determine whether the land is contaminated. Consideration of Council's adopted Policy located in the applicable DCP noted in Clause 1(3) above, and the application of provisions under relevant State legislation is recommended.

- (f) any other risk (other than flooding).

No

NOTE: The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

7A Flood related development controls information

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8 Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

9 Contributions Plans

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Belmont Contributions Catchment - 2017

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

9A Biodiversity Certified Land

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

10 Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

11 Bush Fire Prone Land

Note: If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

12 Property Vegetation Plans

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 Directions under Part 3A

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

Nil

15 Site compatibility certificates and conditions for seniors housing

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

Council is not aware of any site capability certificate for any proposed development on the land.

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

Nil

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

17 Site compatibility certificates and conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

18 Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Nil

- (2) The date of any subdivision order that applies to the land.

Not Applicable

Note: Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

19 Site verification certificates

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate

Not Applicable

- (b) The date on which the certificate ceases to be current

Not Applicable

- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

20 Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division

No. Council **has not** been notified that a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 Affected building notices and building product rectification orders

- (1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

A building rectification order **is not** in force in respect of this land.

- (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.

- (3) In this clause:

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

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

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

Matters arising under the Contaminated Land Management Act 1997 (s59 (2))

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

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
No



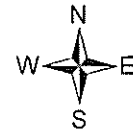
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

11 ERNEST

BELMONT NSW

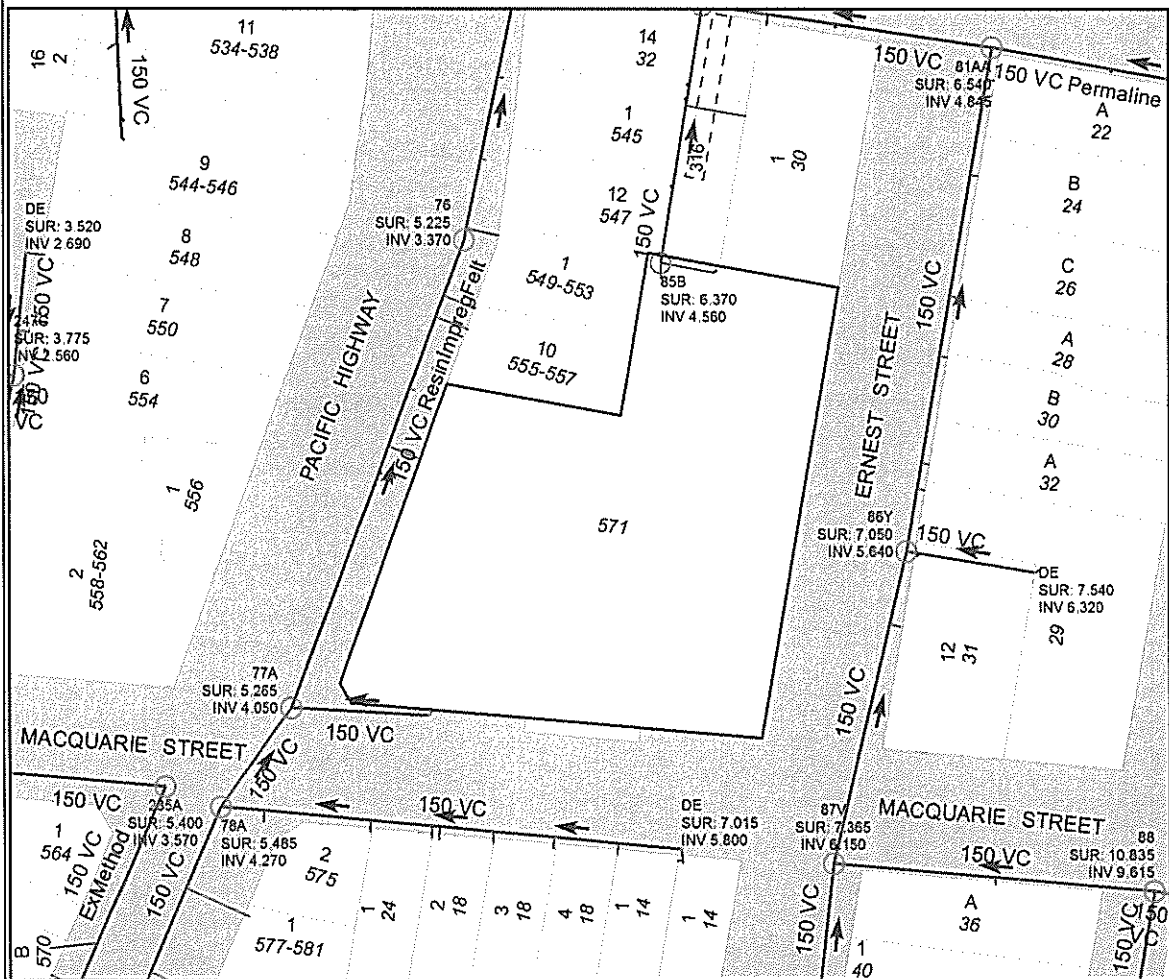
APPLICATION NO.: 1460994

APPLICANT REF: M 25941

RATEABLE PREMISE NO.: 1549738072

PROPERTY ADDRESS: 11 ERNEST ST BELMONT 2280

LOT/SECTION/DP:SP: 83/SP 92878



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE
AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 26/07/2021

Scale at A4: 1:1,000

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION



REINSW
REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

PROPERTY MANAGEMENT INSPECTION REPORT

The Property and Stock Agents Act 2002(NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

DS
CTW
DS
EW

LJ Hooker

BETWEEN PRINCIPAL(S) Wallace SMSF Property PTY LTD

ABN/ACN 611167661

ADDRESS 15 Keira Close

GST Registered: Yes ☒ No ☐

Suburb VALENTINE

State NSW

Postcode 2280

Phone: Work NIL

Mobile 0419 753 392 (J) 0421 674 210 (E)

Home NIL

Email** (see note) jerry@hawcroft.com.au

AND AGENT Lake Real Estate Pty Ltd

LICENSEE'S LICENCE NO.* (see note) 803202

ABN/ACN 50 409 533 765

TRADING AS L J Hooker Belmont

GST Registered: Yes ☒ No ☐

ADDRESS 562 Pacific Highway

Belmont, NSW

2280

Phone: Work 4945 8600

Mobile 0428 257 530

Home NIL

Email** (see note) smackay@ljhookerbelmont.com.au

* Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.

** Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Address of premises 306/11 Ernest Street

Suburb Belmont

State NSW

Postcode 2280

Description of premises (e.g. house, unit, number of bedrooms, garage etc.) Modern two bedroom unit, single bathroom, laundry, single secure car spot, storage cage

Description of Exterior Condition of the premises Strata complex, rendered

Description of Interior Condition of the premises White walls, completed 2018, carpet, tiles

Fixtures to the premises Cook top, oven, dishwasher, rangehood, light fittings, air conditioner, smoke alarms, dryer

Fittings (not being fixed to the premises) which are provided with the premises NIL

Improvements made to the premises NIL

Anything provided with the premises NIL

Work to be done by the Principal NIL

Estimated Date of Completion NIL

I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of Agent/Authorised Representative

Date of Report

Name of Signatory

Note: This part of the agreement may be signed by an assistant agent.

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 REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

 DS
L J Hooker

PARTICULARS

Principal(s) Wallace SMSF Property PTY LTD

ABN/ACN 611167661

GST Registered Yes ☒ No ☐

Address 15 Keira Close

Suburb VALENTINE

State NSW Postcode 2280

Phone Work NIL Home NIL

Mobile 0419 753 392 (J) 0421 674

Email* (see note) jerry@hawcroft.com.au

***Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Agent Lake Real Estate Pty Ltd

Licensee's Licence No. 803202

****Note:** If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.

ABN/ACN 50 409 533 765

GST Registered Yes ☒ No ☐

Trading as L J Hooker Belmont

Address 562 Pacific Highway

Belmont, NSW Postcode 2280

Phone Work 4945 8600 Home NIL

Mobile 0428 257 530

Email*** (see note) smackay@ljhookerbelmont.com.au

*****Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Premises to be leased 306/11 Ernest Street

Suburb Belmont

State NSW Postcode 2280

Being: ☐ Furnished ☒ Unfurnished Garage/Car Space included Yes ☒ No ☐

Services, Charges and Expenses

6. The Agent shall perform the following services and be entitled to reimbursement of the following expenses and charges (GST incl)	Amount	When due and Payable by the Principal
NCAT fees	At Cost	Upon Invoice
Attendance at a tribunal/court	\$ 55.00	Upon Invoice
Preparation of a tribunal/court case	\$ 55 per hr	Upon Invoice
Sheriff's fees	At Cost	Upon Invoice
Arrangement of repairs and maintenance	Nil	Nil
Service of any notice	\$ At Cost	Upon Invoice
Calculation and collection of water and sewerage usage charges	% 7.7 of cost	Total Cost
Arrangement of refurbishment or improvements	\$ Nil	Nil
Processing insurance claims, including valuation for insurance purposes	\$ 55	Upon Invoice
Disaster/Emergency management fee	% 4.4 of cost	Total Cost
Other End Of Financial Year Report	\$ 55.00	Annually

Note: The services to be provided by the Agent and any charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Agent's Authority

7. At the end of each tenancy, the Agent is authorised to:
- re-let the premises at market rent for a term not exceeding 12 months Yes ☒ No ☐
 - refer to the Principal for instructions concerning reletting and marketing/promotion Yes ☒ No ☐
 - periodically review the rent when in the opinion of the Agent such a review is appropriate or at the end of each tenancy. Yes ☒ No ☐
8. The Agent shall endeavour to verify references from any prospective tenant.
9. In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:
- arrange inspection by prospective tenants; Yes ☒ No ☐
 - obtain references; Yes ☒ No ☐
 - select tenants and enter into and sign Tenancy Agreements; Yes ☒ No ☐
 - collect rent; Yes ☒ No ☐
 - collect and lodge rental bonds as permitted by law; Yes ☒ No ☐
 - make claims for the refund of bond monies having regard to any rent due and the condition of the premises at the end of each tenancy; Yes ☒ No ☐
 - respond to any applications by tenants and represent the Principal before the NSW Civil and Administrative Tribunal (NCAT); Yes ☒ No ☐
 - exercise the Principal's right to enforce or terminate Tenancy Agreements including the service of notices as necessary; Yes ☒ No ☐
 - forward to the Principal copies of any document signed by the Agent on behalf of the Principal; Yes ☒ No ☐
 - undertake periodical inspections; Yes ☒ No ☐
 - if required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant; Yes ☒ No ☐
10. In respect of each tenancy, the Agent and the Agent's employees from time to time are authorised and directed on behalf of the Principal to make application before the NCAT and to do all things necessary to commence and complete proceedings for the recovery of possession from a tenant and/or the recovery of monies due.
11. Where the premises are furnished an inventory shall be prepared by the: ☒ Principal or ☐ Agent
12. The Agent is authorised to arrange and pay for repairs and maintenance to be done in accordance with the Principal's obligations or as otherwise instructed provided that any expenditure in excess of \$ 500.00 for any item shall not be incurred without prior approval of the Principal except in an emergency and where the repairs are urgently required.
13. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:
- council rates; Yes ☒ No ☐
 - water, sewerage and drainage rates; Yes ☒ No ☐
 - insurance premiums (see attached schedule); Yes ☐ No ☒
 - landlords protection insurance; Yes ☐ No ☒
 - owners' corporation levies; Yes ☒ No ☐
 - maintenance costs of caretaking/cleaning/gardening; Yes ☒ No ☐
 - NCAT fees; Yes ☒ No ☐
 - Sheriff's fees; Yes ☒ No ☐
 - such other outgoings as the Principal may authorise. Yes ☐ No ☒
- NIL

Inspection

14. Unless the Principal advises to the contrary, any prospective tenant is entitled to inspect the premises in the following circumstances:

When Accompanied With An Agent

Disclosure of Rebates, Discounts, Commissions or Benefits

15. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission or benefit
Terri Scheer Insurance	Landlord Insurance	\$ 25.00
Move Me In	Utility Connection	\$ 70.00

If no rebate, discount, commission or benefit, write "nil".

AGREEMENT

Appointment of Agent

- The Principal, who warrants that they have authority to enter into this agreement hereby appoints and authorises the Agent and the Agent's employees from time to time exclusively to let and manage the premises in accordance with this agreement.
- This agreement shall commence on the 26 /05 /2021 and may be terminated by either party giving not less than 30 Days written notice of termination but without prejudice to any accrued rights or incurred obligations.
- The Agent is authorised to let the premises for a term of 12 Months at a rent of \$380.00 Per week or as otherwise instructed by the Principal.

Agent's Remuneration

- The Agent shall be entitled to the following fees: (GST incl.)
 - 110% of one weeks rent as a letting fee upon any letting of the premises by the Agent, the Principal or any other agent.
 - \$55.00 as a Tenancy Agreement preparation fee, and
 - for the provision of all ongoing usual property management services in respect of the premises:
 - a management fee of 7.7 % of all monies collected on behalf of the landlord; and
 - an administration fee of \$ 5.50 per month
 - other NIL \$ NIL

Marketing

- The premises are to be marketed and/or promoted as per the attached schedule

Yes ☒ No ☐ and/or as follows Professional Photography

the fees for each letting are \$ 190.00 and are due and payable On /In/voice

For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage

Yes ☒ No ☐ It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.



EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

DS
CRU [Signature]

LJ Hooker

Further Terms and Conditions

16. Unless otherwise instructed, the Agent shall render a monthly statement accounting for monies received, expenses incurred and fees retained in respect of the letting and management of the premises and the balance shall be remitted to the Principal. If at any time amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.
17. The Principal will hold harmless and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.
18. The Agent shall be entitled to be reimbursed for taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.
19. The Agent is authorised to deduct their entitlement to all the above-mentioned fees, charges and expenses from any monies received for or on behalf of the Principal at the time they account to the Principal for such monies.
20. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.
21. The fees and expenses cannot be varied except as agreed by the Principal in writing.
22. The Agent and the Principal hereby agree to such other special conditions as are annexed to this agreement and signed by both parties.

Financial, Investment, Taxation and Other Advice

23. **WARNING:** Any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

Disclosure of Information to tenants

24. i The Residential Tenancies Act 2010 (NSW) requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:
 - a Has the landlord prepared a contract for sale of the residential premises? Yes ☐ No ☒
 - b Is there any proposal to sell the residential premises? Yes ☐ No ☒
 - c Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises? Yes ☐ No ☒
 - if yes, is a mortgagee taking action for possession of the premises? Yes ☐ No ☒
 - d If the Premises comprise of or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015 (NSW)), is a strata renewal committee currently established in relation to the strata scheme? Yes ☐ No ☒

Note: The landlord or landlord's agent must also provide a copy of the by-laws for the strata scheme before the tenant enters into a residential tenancy agreement.
- ii If the Premises comprise of a lot in a strata scheme, the Principal must provide a copy of the current by-laws for the strata scheme to the Agent and provide any amendments to those by-laws to the Agent immediately upon receiving notice of such amendments.

Material Fact

25. i A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the Residential Tenancies Regulation 2019 (NSW). Please answer the following:
 - a Have the premises been subject to flooding from a natural weather event or bush fire within the last 5 years? Yes ☐ No ☒

Details: NIL
 - b Are the premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises? Yes ☐ No ☒

Details: NIL
 - c Are the premises listed on the LFAI Register? Yes ☐ No ☒

Details: NIL
 - d Have the premises been the scene of a serious violent crime within the last 5 years? Yes ☐ No ☒

Details: NIL
 - e Have the Premises been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the Drug Misuse and Trafficking Act 1985 within the last 2 years? Yes ☐ No ☒

Details: NIL
 - f Will council waste services be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council? Yes ☐ No ☒

Details: NIL
 - g Because of the zoning of the land or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit in an area where only paid parking is provided? Yes ☐ No ☒

Details: NIL
 - h Is there a driveway or walkway on the premises which other persons are legally entitled to share with the tenant? Yes ☐ No ☒

Details: NIL
 - i If the Premises comprise or include a lot in a strata scheme, are there any scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of this agreement? Yes ☐ No ☒

Details: NIL

- j Are the Premises part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding? Yes ☐ No ☒

Details: NIL
- k Are the Premises part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding? Yes ☐ No ☒

Details: NIL
- l Are the Premises part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding? Yes ☐ No ☒

Details: NIL
- ii The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the premises.
- iii The Principal acknowledges that the Property and Stock Agents Act 2002 (NSW) and Residential Tenancies Act 2010 (NSW) require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the premises and will keep the Agent updated in writing of any changes to material facts.
- v In this clause:
 - a "building product rectification order" has the same meaning as in the Building Products (Safety) Act 2017 (NSW);
 - b "external combustible cladding" has the same meaning as in the Environmental Planning and Assessment Regulation 2000 (NSW);
 - c "fire safety order" has the same meaning as in the Environmental Planning and Assessment Regulation 2000 (NSW);
 - d "LFAI Register" has the same meaning as it has in clause 3(1) of the Residential Tenancies Regulation 2019 (NSW);
 - e "material fact" has the same meaning as it has for the purposes of section 52 of the Property and Stock Agents Act 2002 (NSW) and section 26 of the Residential Tenancies Act 2010 (NSW); and
 - f "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

Privacy

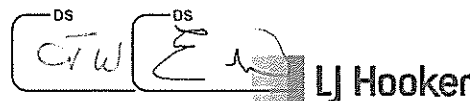
26. i The Privacy Act 1988 (Cth) (the Privacy Act) allows personal information to be collected, held, used and disclosed for the purpose for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
 - ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds uses and discloses personal information.
 - iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the premises; (b) advertising and promoting the premises for lease; (c) processing and assessing any application received in relation to the lease of the premises; (d) negotiating and preparing any lease for the premises; (e) liaising and exchanging information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with any lease of the premises; (f) managing, serving and signing (and arranging signing of) this agreement; (g) managing any lease of the premises including the collection of rent on behalf of the Principal and the preparation of required statements of account; (h) complying with any applicable law; (i) confirming whether the Principal is registered for GST purposes; (j) operating controlled money accounts; (k) complying with any dispute resolution process; and (l) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those parties with the Principal's personal information.
 - iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
 - v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
 - vi The Agent may also use the Principal's personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
 - vii If the Principal does not wish to receive any information about such products and services then please tick this box ☐ or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
 - viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
 - ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
 - x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).

The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.



EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.



- xi The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.

- xii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause, and (b) provides express permission to collect, hold, use and disclose personal information in the manner described in this clause.

Premises Fit for Habitation

27. The Principal warrants that the premises are fit for habitation within the meaning of the *Residential Tenancies Act 2010* (NSW), there is no legal impediment to occupation of the premises as a residence at the time of entering into this agreement and that the Principal will notify the Agent immediately if any legal impediment to the occupation of the premises arises during the term of this agreement.

Compliance Warranty

28. Without limiting any other clause in this agreement, the Principal warrants that:

- i the Principal has complied with its obligations under all applicable codes and legislation, and
- ii the premises complies with the requirements of all applicable codes and legislation, necessary for occupation of the premises including, without limitation, with respect to smoke alarms, window safety devices, glass windows, staircases, doors and balustrades, asbestos, decks and balconies, lead paint, blind cord safety, hazardous activities and electrical, gas and plumbing installations.

Disclaimer

29. The Principal acknowledges and agrees:

- i that:
 - a. the Agent's role is to manage the tenancy;
 - b. the Agent is not qualified to:
 - A. assess the structural aspects of the premises including, without limitation, with respect to staircases, decking and balconies, glass windows, window safety devices, doors and balustrades, smoke alarms, asbestos, swimming pools and associated fittings and safety barriers, electrical, gas and plumbing installations, lead paint and blind cord safety, and
 - B. ensure that the premises complies and operates in accordance with the requirements of all applicable codes and legislation,
- ii that inspections of the premises conducted by the Agent do not include the moving of furniture, lifting of floor coverings, or inspecting the interiors of roof spaces, under flooring, inside of cupboards or the Principal's goods or other belongings; and
- iii that the Agent has advised the Principal that the Principal should:
 - a. have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
 - b. hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

Smoke Alarms

30. Without limiting any other clause in this agreement, the Principal warrants that the premises comply with the *Environmental Planning and Assessment Regulation 2000* (NSW).

Water Efficiency Measures

31. Do the premises contain the water efficiency measures prescribed by the *Residential Tenancies Act 2010* (NSW)?

Yes ☒ No ☐

Note: If the prescribed measures are not installed, the landlord may be prevented from recovering water usage charges from the tenant.

Work, Health and Safety

32. i The Principal acknowledges that, at all material times:
- a the Principal has sole management and control of the premises listed for lease, to the exclusion of the Agent;
 - b the Agent acts under the direction, management and control of the Principal to facilitate the lease of the premises between the Principal and the tenant and in carrying out the Agent's management and other obligations under this agreement;
 - c the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements; and
 - d in any contracts associated with repairs and maintenance of the premises, the Agent acts on the Principal's behalf and the Principal and contractor are the contracting parties.
- ii The Principal shall be responsible for ensuring that the structure of the premises is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:
- a any asbestos contamination or hazardous material in the premises or on the land;
 - b any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
 - c electrical circuitry including electrical installations, light and power outlets;
 - d any fitted plant and substances including lead paint;
 - e any confined space including lifts and lift wells; and
 - f any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.
- iii The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the Premises prior to lease and that the Premises is:
- a without risk to work, health and safety Yes ☒ No ☐
 - OR
 - b subject to the risks and controls as advised by the Principal to the Agent in writing Yes ☐ No ☒
- iv The Principal shall authorise the Agent to remedy on behalf of the Principal and at the Principal's cost any issue arising during the course of the lease which is considered an imminent threat to work, health and safety.

Landlord's Information Statement

33. The Principal acknowledges that it has read and understood the contents of an information statement in the approved form that sets out a landlord's rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.



EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.



PRINCIPAL

If Principal is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal /
Authorised Representative

Date

Name of Signatory

NIL

Authority of Signatory (delete whichever is not applicable)

~~Power of Attorney / Authority Letter~~
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal /
Authorised Representative

Date

Name of Signatory

NIL

Authority of Signatory (delete whichever is not applicable)

~~Power of Attorney / Authority Letter~~
(attach a copy)

Note: The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.

If Principal is a corporation (to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of Wallace SMSF Property PTY LTD

ACN 611 167 661

pursuant to section 127 of the Corporations Act 2001 (Cth):

Signature of Director / Secretary /
Authorised Representative

Date

DocuSigned by:

3A026D331D2D483

26/5/2021

Name of Signatory

Jeremy Keith Wallace

Authority of Signatory (delete whichever is not applicable)

~~Director / Secretary / Authorised Officer /
Attorney~~ (attach a copy of Power of Attorney
if applicable)

Signature of Director / Secretary /
Authorised Representative

Date

DocuSigned by:

06CF23015FA94AF

18/6/2021

Name of Signatory

Elizabeth Anne Wallace

Authority of Signatory (delete whichever is not applicable)

~~Director / Secretary / Authorised Officer /
Attorney~~ (attach a copy of Power of Attorney
if applicable)

AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent /
Authorised Representative

Date

Name of Signatory

Scarlett Mackay

Note: This part of the agreement MUST NOT be signed by an assistant agent.


REINSW
 REAL ESTATE INSTITUTE
 OF NEW SOUTH WALES

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

 DS
 CTW
 DS
 E
 LJ Hooker

SCHEDULE

DISBURSEMENTS - PARTICULARS

RATES

Council	Lake Macquarie Council
Water/Sewerage	Hunter Water
Heating/Lighting	NIL
Fuel	NIL
Electricity	NIL
INSURANCE	
Company	NIL
Broker/Agent	NIL

INSURANCE POLICIES

	Name of Insurer	Policy Number
Building	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contents	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Household/Fire	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Extension	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Plate Glass	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Public Liability	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Workers' Comp	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Loss of Rent	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Landlords' Protection	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other	NIL	NIL
	Due Date NI / L /	Agent to Pay Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

UNIT LEVIES

Strata Plan No.	92878	Lot No.	83	Garage Lot No.	NIL
Strata Management Agent	Wellman Strata				
Address	117b Beaumont Street				
	NSW	Postcode	2303		
Phone Work	02 4910 0804	Home	NIL		
Mobile	NIL				
Email	lmccann@wellmanstrata.com.au				

CARETAKING, ETC (attach work schedules)

Cleaner	NIL
Gardener	NIL
Pest Control	NIL
Other	NIL

MAINTENANCE CONTRACTS

Air Conditioning	NIL
Lift	NIL
Pool	NIL
Other	NIL

STATEMENTS

Statement in name of	Wallace SMSF Property PTY LTD		
Forward to			
Name	Wallace SMSF Property PTY LTD		
Address	15 Keira Close, VALENTINE		
	NSW	Postcode	2280
Phone Work	NIL	Home	NIL
Mobile	0419 753 392		
Email	jerry@hawcroft.com.au		
Copy to	NIL		
Cheques Payable to	NIL		
OR Bank to the Credit of	NIL		
Account Number	126537727	BSB	112879 /
Bank	St. George Bank		
Branch	Sydney		
Address	4-16 Montgomery Street Kogarah		
	NSW	Postcode	2217

PRINCIPAL'S REPRESENTATIVE / SOLICITOR

Name	NIL		
Address	NIL		
	NIL	Postcode	NIL
Phone Work	NIL	Home	NIL

SPECIAL INSTRUCTIONS

Emergency Contact	
Elizabeth wallace	0421 674210



Landlord information statement

What you must know before you rent out your residential property

Starting a tenancy

Before renting your residential property to a tenant, you (the landlord) or your agent will need to sign an acknowledgment on the residential tenancy agreement that you have read and understood this information (the **Landlord information statement**). Penalties apply if this is not met.

Your general responsibilities before renting out your property

Before renting out your property, you must make sure that the property is reasonably clean, is fit to live in and is in a reasonable state of repair. You must take all reasonable steps to ensure that:

- there is no legal barrier to occupy the property as a residence (e.g. environmental planning restrictions or no council approval to use the property as a residence)
- your property complies with health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- the property is reasonably secure
- all light fittings are fitted with working globes.

Your property must be fit to live in

To be fit to live in, your property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for a person to live in, even if it meets the above 7 minimum standards. Before you rent out your property, you should take steps (such as make repairs) to make sure it is fit to live in.

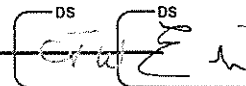
What you must tell your tenant before signing a tenancy agreement

Before signing a tenancy agreement, you or your agent must tell your potential tenant if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

You or your agent must also not induce a tenant to enter into an agreement by making false or misleading representations, or by knowingly hiding that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety order or a building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development application or complying development certificate application for rectification has been lodged regarding external combustible cladding



- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow a tenant to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply if any of the above is not done.

There must be a written tenancy agreement

You must use the standard form of residential tenancy agreement. Standard terms cannot be altered or deleted. Verbal agreements are still legally binding on you.

Additional terms are negotiable and may be added as long as they do not conflict with the *Residential Tenancies Act 2010* or *Residential Tenancies Regulation 2019* and are not inconsistent with the standard terms of the agreement. Any term that limits or varies your obligations under the Act or Regulation is prohibited and void.

As part of any agreement you must not:

- require the tenant to have the carpet professionally cleaned, or pay for such cleaning costs, when they vacate, unless required because a pet has been kept on the property
- require the tenant to take out insurance
- exempt yourself from liability for your or your representatives' acts or omissions
- require the tenant pay all or any part of the remaining rent, increased rent, a penalty or liquidated damages, if the tenant breaches the agreement
- provide that if the tenant does not breach the agreement, the rent may be reduced or that the tenant may be given another benefit
- require the tenant to use the services of a specified person or business to carry out any of the tenant's obligations under the agreement
- require the tenant to use a specific utility provider if there is no restriction that you use a specific utility provider.

Exceptions apply to agreements that are for 20 years or more.

In choosing a tenant, you must not discriminate

You have the right to choose the most suitable applicant for your property, but it is against the law to discriminate due to a person's race, age,

disability, gender, sexual orientation, marital status or pregnancy. It is against Commonwealth and State anti-discrimination laws to do so.

What you must give to your tenant

Before a tenant signs an agreement or moves into the property, you or your agent must give the tenant the following:

- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report completed by you or your agent
- a copy of the **Tenant information statement**
- a copy of the by-laws, if the property is in a strata scheme.

At the time the agreement is signed, you or your agent must:

- for any swimming or spa pools on the property, provide a copy of the valid certificate of compliance or occupation certificate issued in the last three years. This does not apply if your property is in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy, you or your agent must:

- give a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to **each** tenant named in the agreement

Penalties apply if these requirements are not met.

You must fill out a condition report and keep a copy

You or your agent must fill out a report about the condition of the property before signing a tenancy agreement. You must give the tenant 2 hard copies, or 1 electronic copy, of the condition report you or the agent completed.

The tenant must complete the report within 7 days after taking possession of the property and then give you or your agent a copy. You or your agent must keep a copy of the completed condition report.

Limits on what a tenant must pay at the start of the tenancy

There are limits on what you can ask your tenant to pay when renting out your property. You must not charge a tenant for:

- the cost of preparing the tenancy agreement
- giving them the keys or other opening devices

You must not require a tenant to pay more than:

- 2 weeks rent in advance unless the tenant wishes to
- 4 weeks rent as a rental bond.

How you can manage rental bonds

A rental bond must be in the form of money and not as a guarantee. Only 1 bond (maximum 4 weeks rent) can be taken for a tenancy agreement. You cannot take a bond before the tenancy agreement is signed. If the tenant pays the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) you or your agent will receive confirmation of this before finalising the tenancy agreement.

You or your agent must also be registered with RBO and invite the tenant to lodge the bond using RBO before taking a rental bond from a tenant. Tenants can use RBO to securely pay the bond directly to NSW Fair Trading, which will hold the bond on trust for the duration of the tenancy.

If your tenant decides not to use RBO, the paper bond lodgement form can be used. You must deposit any bond your tenant pays you with NSW Fair Trading within 10 working days. If the bond is paid to your agent, your agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

You and your tenant can agree that the bond is to be paid in instalments after the tenancy agreement is signed.

If your property is a part of a strata scheme

If your property is in a strata scheme you must notify the owners' corporation in writing within 14 days after a new tenancy agreement starts. The notification must include the tenant's name and contact address (e.g. postal or email address) so they can be registered on the strata roll.

Communicating with your tenant

You must provide your name and a way for your tenant to contact you directly, even if you have an agent. If you do not have an agent you must **also** provide your residential or business address to receive mail. This information must be given to the tenant in writing before or when the tenant signs the tenancy agreement, or it can be included in the agreement.

You must let your tenant know, in writing, within 14 days of any changes to your details.

Some formal communication between you and your tenant must be in writing to be valid, for example, termination notices and rent increase notices. You or your tenant can use email to serve notices or other documents but only if the other party has given specific permission that a nominated email address is to be used for this purpose.

During the tenancy

You must keep payment records

You or your agent must:

- give rent receipts to your tenant (unless rent is paid into a nominated bank account)
- keep a record of rent your tenant pays
- provide a copy of the rent record to your tenant within 7 days of their written request for it.

When you can increase the rent during the tenancy

For a fixed-term of less than 2 years, you can only increase the rent during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. You do not have to give written notice.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), you cannot increase the rent more than once in a 12-month period. You must give your tenant at least 60 days written notice.

Who pays for rates, taxes and certain utility charges?

You are always responsible for the payment of all rates, taxes or other charges payable under any law. There are also other charges you must pay as set out in the tenancy agreement.

Your tenant will generally pay for electricity and gas charges but only if the property is separately metered.

Limits on when a tenant must pay for water usage

Water is different to other utilities as it is always connected, and the account for the water supply will be in your name. You are always responsible to pay all water supply service charges (other than water usage charges if the property is separately metered) and all sewerage supply services.

You can only pass on water usage charges to the tenant if the property is separately metered and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Additionally, the water usage charges must not be more than the amount you have been billed for. You must request payment within 3 months of the bill being issued and you must give the tenant at least 21 days to pay.

If tank water is the only form of water supply to the property (i.e. water is delivered by vehicle), then you should ensure there is water in the tank at the start of the tenancy. Your tenant will be responsible for refilling the tank as needed during the tenancy, if the property meets the water efficiency measures.

You must repair and maintain your property

A rental property must always be fit to live in. You are responsible for any repairs or maintenance, so the property is in a reasonable state of repair considering its age and prospective life, and the amount of rent the tenant is paying.

Your tenant should tell you or your agent when the property needs repairs. You are responsible for arranging and paying for the repair costs unless the tenant caused or permitted damage.

If the repair is an **urgent repair** e.g. where there is a burst water service, blocked or broken toilet, a gas leak or dangerous electrical fault, you should make these repairs as soon as reasonably possible. A list of **urgent repairs** is available on our [website](#).

If you are uncontactable or do not complete urgent repairs in a reasonable time, your tenant can have a qualified person carry them out without your consent. You must then pay your tenant back (maximum of \$1,000) for the repair costs within 14 days from their written request for payment.

Your tenant can apply to Fair Trading for a rectification order if you refuse or fail to provide and maintain the property in a reasonable state of repair. Similarly, you can apply to Fair Trading for a rectification order if your tenant refuses or fails to repair damage they have caused or allowed. The NSW Civil and Administrative Tribunal (the Tribunal) can make orders that may include compensation if rectification orders are not followed.

You must ensure smoke alarms are working

Smoke alarms must be installed on all levels of your rental property in accordance with environmental and planning laws. You must maintain them to ensure they are working.

You must repair or replace a smoke alarm within 2 business days from when you find out it is not working (this includes replacing a battery). Your tenant should tell you if any of the smoke alarms are not working.

You must get a licensed electrician to repair or replace hardwired smoke alarms in your property, except where the back-up battery needs to be replaced.

If the repair involves replacing a removable battery in a battery-operated smoke alarm or a removable back-up battery in a hardwired smoke alarm, your tenant can choose to change it. They must notify you if and when they do this.

You must also check the smoke alarms annually to ensure they are working. If a smoke alarm has a removable battery, you must put a new battery in annually or within the time set out in the smoke alarm manufacturer's instructions. The whole smoke alarm must be replaced within 10 years from the date of manufacture or earlier if specified by the smoke alarm manufacturer.

Penalties apply if these obligations are not met.

How you can access the property during the tenancy

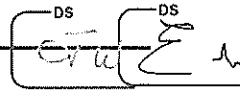
Your tenant has the right to reasonable peace, comfort and privacy when renting. For this reason, the tenancy laws restrict when and how often you, your agent or other authorised person can enter the property.

You, your agent or other authorised person can only enter the rented property without the tenant's consent in certain circumstances, and if proper notice (if applicable) has been given. For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

Limits also apply on entry without consent. You, your agent or authorised person:

- can only access the property after proper notice has been given between 8am and 8pm on any day except Sundays or public holidays
- must, if practical, notify the tenant of the approximate day and time when entry will be required
- must not stay on the property longer than is necessary.



The above limits do not apply in an emergency, for urgent repairs, if the property is abandoned, if the Tribunal orders otherwise or if the tenant agrees.

Tenant's request to make minor changes to the property

Your tenant can request to make minor changes to the rental property but will need to obtain your written consent before they do this. You can only refuse your tenant's request to make a minor change if it is reasonable to do so e.g. any request that would involve structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for you to refuse consent, and which of those changes you can require be carried out by a qualified person. For example, it would be unreasonable for you to refuse consent to the following minor changes:

- installing hooks for hanging things such as pictures
- securing furniture to the wall (other than a tiled wall) for safety reasons.

The tenant is responsible for paying for the changes and will be responsible for any damage they cause to the property. Certain rules apply on removing any modifications at the end of the tenancy.

Tenants' rights in circumstances of domestic violence

If a person is experiencing domestic violence in a rental property, there are options available to them to improve their safety if they need to escape violence or make them safer if they wish to stay.

For example, your tenant can end their tenancy immediately, without penalty, if they or their dependent child are in circumstances of domestic violence.

If someone in your rental property is experiencing domestic violence and they want to stay in the property they can:

- apply to the Tribunal to be listed as the tenant (if they are an occupant), or to remove the perpetrator from the tenancy agreement (if they are another co-tenant)
- change the locks to increase their safety.

Ending the tenancy

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be terminated by you or your tenant giving notice to the other party, with the tenant vacating on or after the date specified in the notice.

To end a tenancy, you or your agent need to give the tenant a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (e.g. where the tenant is using the property illegally by manufacturing drugs).

Termination notice

The termination notice must be in writing and signed and dated by you or your agent. It must include:

- the address of the rented property
- the date the tenant is to move out
- the reason for termination (if applicable).

Ending a tenancy in circumstances of domestic violence

A tenant can end their tenancy immediately and without penalty if they or their dependent child are in circumstances of domestic violence. They can do this by issuing a termination notice with the relevant evidence. The tenant or any innocent co-tenant will also not be liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Break fee for ending a fixed term agreement early

For a fixed term agreement of 3 years and/or less, where the tenant ends the agreement early, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if the tenant ends the agreement early for a reason allowed under the Act.

Refunding the rental bond

The bond should be refunded in full at the end of the tenancy unless there is a reason to make a claim against the bond. The main reasons for claiming against a bond include if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- the tenant caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

The tenant is not liable for fair wear and tear to the property. This is the deterioration that occurs over time with the use of the property even when the property receives reasonable care and maintenance. They are only liable for negligent, irresponsible or intentional actions that cause damage to the property.

If the tenant does not move out

If the tenant does not leave by the date specified in the termination notice, you or your agent will need to apply to the Tribunal for termination and possession orders. If the Tribunal order has not been complied with, only a Sheriff's Officer can legally remove your tenant from the property under a warrant for possession.

You cannot lock your tenant out of the property under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court. Heavy penalties apply if this is not complied with.

More information about your responsibilities

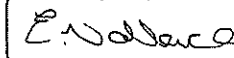
Visit our website at www.fairtrading.nsw.gov.au or call 13 32 20 for more information about your responsibilities as a landlord.

fairtrading.nsw.gov.au **13 32 20**

Language assistance 13 14 50
(ask for an interpreter in your language)

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For information: fairtrading.nsw.gov.au/copyright
This publication must not be relied on as legal advice.
For more information about this topic,
refer to the appropriate legislation.

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18/6/2021

DocuSigned by:



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26/5/2021