

Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	LJ Hooker The Entrance 213 The Entrance Road, The Entrance, NSW 2261	Phone: (02) 4332-2555 Fax: (02) 4332-8342
co-agent		
vendor	Central Coast Land Pty Ltd (ACN: 137 974 282) Suite 23, Level 2, 103 George Street, Parramatta, NSW 2150	
vendor's solicitor	Macquarie Lawyers Suite 24, Level 2, 103 George Street, Parramatta NSW 2150 PO Box 52, Parramatta NSW 2150	Phone: 02 9891 2552 Fax: 02 9891 5228 Ref: PS:RK:18103 E:rkhoury@macqlaw.com.au
date for completion land (address, plan details and title reference)	42nd day after the date of this contract Unit 27 / 2 Norberta Street, The Entrance, New South Wales 2261 Registered Plan: Lot 27 Strata Plan 96551 Folio Identifier 27/SP96551	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	<i>Micinda Norberta Bare Pty Ltd (ACN: 626 659 283) ATF Micinda</i> Micinda Pty Ltd Superannuation Fund 33 The Sanctuary, Umina Beach, NSW 2257
purchaser's solicitor	Absolute Legal Services PO Box 4080, Bay Village NSW 2261 Phone: (02) 4388-4410 Fax: (02) 4388-4420
price	\$485,000.00
deposit	\$48,500.00
balance	\$436,500.00
contract date	29 JUNE 2018

(10% of the price, unless otherwise stated)
 (if not stated, the date this contract was made)

buyer's agent deposit to be invested NO Yes

EXECUTED BY CENTRAL COAST LAND PTY LTD (ACN 137 974 282) in accordance with Section 127 of the Corporations Act 2001

PIERRE SAAB
DIRECTOR

SAYED SPEIR
DIRECTOR witness

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

purchaser JOINT TENANTS tenants in common in unequal shares

Office of State Revenue
NSW Treasury witness
Client No: 3161158 135
Duty: \$17,315.00 Trans No: 9400660-051
Asset details: TS

Choices

- vendor agrees to accept a **deposit-bond** (clause 3) NO yes
proposed electronic transaction (clause 30) NO yes

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

- land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
margin scheme will be used in making the taxable supply NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
 by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
 GST-free because the sale is the supply of a going concern under section 38-325
 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

Trinity Realty Pty Ltd
58 Marion Street, Harris Park NSW 2150
Phone: (02) 9633-4000

List of Documents**General**

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- 29 property certificate for strata common property
 30 plan creating strata common property
 31 strata by-laws
 32 strata development contract or statement
 33 strata management statement
 34 leasehold strata - lease of lot and common property
 35 property certificate for neighbourhood property
 36 plan creating neighbourhood property
 37 neighbourhood development contract
 38 neighbourhood management statement
 39 property certificate for precinct property
 40 plan creating precinct property
 41 precinct development contract
 42 precinct management statement
 43 property certificate for community property
 44 plan creating community property
 45 community development contract
 46 community management statement
 47 document disclosing a change of by-laws
 48 document disclosing a change in a development or management contract or statement
 49 document disclosing a change in boundaries
 50 information certificate under Strata Schemes Management Act 2015
 51 information certificate under Community Land Management Act 1986

Other

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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—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.

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WARNING—SMOKE ALARMS

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

WARNING—SWIMMING POOLS

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the <i>other 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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under legislation, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

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

- deposit paid;
 - *remittance amount payable*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion,
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

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

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

- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

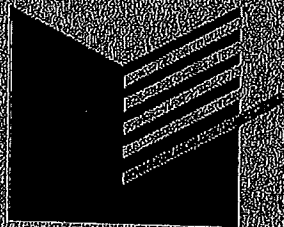
31.2.4 serve evidence of receipt of payment of the *remittance amount*.

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

SPECIAL CONDITIONS



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SPECIAL CONDITIONS IN CONTRACT FOR SALE OF LAND

BETWEEN: CENTRAL COAST LAND PTY LTD (AS VENDOR)
AND: (AS PURCHASER)
RE: SALE OF UNIT ____ / 2 NORBERTA STREET, THE ENTRANCE

1. CONTRACT

The agreements, provisions, terms and conditions contained in this Contract comprise the whole of the bargain between the parties who expressly agree and declare that no further or other agreements, provisions, terms or conditions exist or apply.

2. INCONSISTENCY OF TERMS

In this Contract:

- 2.1 should there be any conflict between the provisions of these Special Conditions and the Standard Conditions 1-31 (inclusive) contained in the printed conditions of the Contract, these Special Conditions will prevail.
- 2.2 if any part of this agreement is found to be invalid, void, voidable or unenforceable, that provision shall be capable of being severed from the agreement, without affecting the validity of any other terms of the agreement.

3. CAPACITY

Without any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity if this clause had not been included herein it is agreed that:

- 3.1 if the Purchaser or one of them shall die or become mentally ill, then the Vendor may, by notice in writing to the Purchaser or its solicitor, rescind this Contract whereupon the provisions of Clause 19 shall apply.
- 3.2 if the Purchaser or one of them shall be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of creditors or being a company shall resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Law or if a receiver or official manager of it shall be appointed then the Purchaser shall be deemed in default hereunder, then the Vendor may, by notice in writing to the Purchaser or its solicitor, rescind this Contract whereupon the provisions of Clause 9 shall apply.

4. ACKNOWLEDGEMENT

- 4.1 The Purchaser warrants that:
 - (a) the Purchaser was not induced to enter into this Contract and did not rely on any representations or warranties made by the Vendor, the Vendors Agent or any person on behalf of the Vendor about the subject matter of this Contract except those representations and warranties set out in this Contract.
 - (b) the Purchaser has in entering this Contract relied entirely on the Purchasers own enquiries relating to the property made by or on the Purchasers behalf.

- (c) the Purchaser has obtained independent legal advice and is satisfied about its obligations and rights under this Contract and the nature of the property and the purposes for which the property may be used.
- 4.2 The Purchaser is not entitled to make any objection, requisition, claim or delay completion of or rescind or terminate this Contract as a result of, in relation to or arising out of:
 - (a) the purpose for which the property may be used.
 - (b) any matter disclosed or referred to in this Contract.
 - (c) the number allocated by Land and Property Management to any deposited plan or strata plan affecting the building or the lot or unit number of the property or the street number allocated by the relevant authority.
- 4.3 The Purchaser acknowledges that this Contract constitutes the entire agreement of the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect on and from the date of this Contract.
- 4.4 The Purchaser acknowledges that no reliance is made upon any report, statement, representation, warranty, condition or promise made or give by or on behalf of the Vendor except as stated in this Contract or implied by any legislation which cannot be excluded.
- 4.5 Without limiting the generality of this Special Condition 4, the Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation, promise or warranty as to:
 - (a) any financial return or income to be derived from the property.
 - (b) the fitness or suitability of the property for any particular use.

And the Purchaser releases and forever discharges the Vendor from all sums of money, claims, actions, suits or proceedings (whether actual or potential) for all damages, losses, costs, expenses and liabilities claimed, suffered or incurred (whether before or after completion of this Contract) in respect of any matter referred to in this Special Condition 4 or any other matter of thing which may arise from the use or condition of the property or from any statutory enactment in respect thereof.

5. PURCHASER WARRANTY IN REGARD TO FINANCE

- 5.1 In consideration of the Vendor entering into this Contract, the Purchaser confirms and warrants to the Vendor that:
 - 5.1.1 credit is not required by the Purchaser so as to allow for the purchase of the property; or
 - 5.1.2 that should credit be required so as to allow for the purchase of the property, the Purchaser has obtained formal approval for credit to finance the purchase of the property on terms which are reasonable to the Purchaser.
- 5.2 The Purchaser further acknowledges that as a direct consequence of the disclosure made in Clause 5.1 of this Special Condition, the Contract cannot be subject to termination pursuant to *National Consumer Credit Protection Act 2008 (cth)*.

- 5.3 In the event of any breach of the warranties contained herein, the Purchaser acknowledges that it will be liable to the Vendor for any loss or damage suffered by the Vendor as a result of such breach by the Purchaser.

6. INSTALLATIONS AND SERVICES

The Purchaser shall take title subject to any and all existing water, sewerage, drainage, gas, electricity, telephone and other installations and services, and shall make no objection, requisition or claim in respect of any such installations and services on the basis that any connections are made through or are connected jointly with another property and/or that no rights or easements exist in respect of such installations and services or on the basis that any water or sewerage main or any underground or surface storm water drain or any gas or electricity or telephone installations or services pass through, over or under the property or should any manhole or vent be on the property.

7. NOTICE TO COMPLETE

The parties hereto agree that after the completion date either party shall be entitled to issue to the other a notice calling upon such other to complete this Contract within a period of fourteen (14) days and by such notice to make time of the essence of this Contract and the parties acknowledge and agree that the period of fourteen (14) days shall be sufficient time within which to allow the parties to complete this Contract. If such notice is issued, the Purchaser is required to pay the sum, of ~~\$350.00~~ plus GST to the vendor on settlement being fees associated with issuing the notice.
\$300.00

8. AGENT

- 8.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent except the agent (if any) named in this Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty. It is agreed that this indemnity shall be a continuing indemnity not merging on completion.
- 8.2 The Purchaser acknowledges that any entity referred to as Vendors Agent was employed only to find a purchaser and was given no authority (and no employee of that entity was given authority) to make statements as agent of or in any other way binding on the Vendor, whether orally in writing, by advertisement or otherwise. Further, communications to that entity do not amount to communications to the Vendor.

9. PENALTY FOR LATE COMPLETION

The Purchaser agrees to pay, in addition to the purchase price, interest at a rate of ~~twelve~~^{ten} percent (~~12~~¹⁰%) on the balance of purchaser price then due, until such time as completion takes place after the expiration of the time for completion specified in or calculated in accordance with the provision of this Contract. However, no interest shall be payable for any period completion is delayed due to the fault of the Vendor. The Purchaser acknowledges that the interest is a fair and reasonable estimate of the damages which the delay would cause the Vendor.

10. FOREIGN PERSONS

- 10.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the Foreign Acquisitions and Takeovers Act 1975 or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the treasurer under the Foreign Acquisitions and Takeovers Regulations to enter into this Contract, the Purchaser hereby warrants that it has obtained the approval or certification of the treasurer or has received a statement of non-objection.

- 10.2 The Purchaser further acknowledges that if this warranty is untrue in any respect, the Purchaser hereby indemnifies and will keep indemnified the Vendor against any loss and/or damage which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss and the warranty and indemnity will not merge on completion.

11. SERVICE OF DOCUMENTS

The service of any notice or document under or having or relating to this Contract may be effected on a party by:

- 11.1 Facsimile transmission to the fax number of that party's solicitor in which event service shall be deemed to have been effected when the transmission has been completed save where:
- 11.1.1 the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender if an incomplete transmission.
 - 11.1.2 the transmission is not completed before 5:00pm (local time) on a normal business day, service shall be deemed to have been effected at 9:00am (local time) on the next business day.
- 11.2 Email transmission to the email address of that party's solicitor in which event service shall be deemed to have been effected when the transmission has been completed save where:
- 11.2.1 the senders machine indicates a malfunction in transmission or the recipient immediately notifies the sender if an incomplete transmission.
 - 11.2.2 the transmission is not completed before 5:00pm (local time) on a normal business day, service shall be deemed to have been effected at 9:00am (local time) on the next business day.

12. DISCHARGE OF MORTGAGE/WITHDRAWAL OF CAVEAT

The Purchaser shall not require the Vendor, prior to settlement, to register a discharge of mortgage, withdrawal of caveat or writ, or surrender of any lease affecting the subject land but will accept on settlement a properly executed discharge of mortgage or withdrawal of caveat or writ together with the appropriate registration fee.

~~13. INVESTMENT OF DEPOSIT~~

- ~~13.1 Pending the completion or termination of this Contract (whichever in fact occurs) the deposit holder will hold the deposit in trust in the names of the Vendor and Purchaser in an interest bearing (deposit payable at call) account with a financial institution. The interest which accrues on the deposit shall be dealt with as follows:~~
- ~~13.1.1 \$250.00 plus GST to the Vendors solicitor as consideration for its services as described in this Clause, to be adjusted on settlement, payable by the Purchaser and in favour of the Vendor; AND THEN~~
 - ~~13.1.2 If the deposit is forfeited to the Vendor, all such interest shall be paid to the Vendor,~~
 - ~~13.1.3 if the deposit is refunded to the Purchaser, all such interest shall be paid to the Purchaser,~~

~~13.1.4 if the Contract is complete, all such interest shall be paid to the Vendor on completion or as soon as reasonably possible thereafter.~~

13.2 The Vendor and the Purchaser agree to give such directions and to do all things as may be reasonably required by the deposit holder to give effect to the provisions of this Special Condition.

13.3 The deposit holder shall not be responsible in any way for any loss occasioned by its investment of the deposit. The party entitled to the deposit on completion, termination or rescission (whichever in fact occurs) of this Contract shall bare the risk of the loss of the deposit.

14. SECTION 149 CERTIFICATE

The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SREP 12 that allowed subdivision of dual occupancies have been repealed and the annexed Certificate under Section 149 may be inaccurate in respect of those matters. The Purchaser shall make no requisition, objection or claim for compensation nor shall be entitled to rescind this Contract by reason of any matter disclosed in this Special Condition.

15. DISCLOSURE

15.1 The Vendor discloses that the property lies within an area over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act 1955. The Purchaser shall make no requisition, objection or claim for compensation nor shall be entitled to rescind this Contract by reason of any matter disclosed in this Special Condition.

15.2 The Purchaser agrees that for the purpose of this Contract, all matters disclosed and described in this Contract are specifically disclosed and clearly described, and the Purchaser further agrees that it will not make any objection, requisitions or claim for compensation or rescind or terminate this Contract or delay completion because of any of these matters.

16. DEPOSIT

In addition to Clause 2 of the printed conditions of this Contract, the parties agree that it is an essential term of the Contract that the deposit payable herein is 10% of the purchase price ("the Deposit"). If the Vendor agrees to the Purchasers request for the Deposit to be paid in instalments, then the following shall apply:

- (a) the amount which is less than 10% of the purchase price must be paid on the date of this Contract and this time is essential; and
- (b) the balance of the Deposit shall be paid by the Purchaser on the earlier of:
 - (i) 7 days prior to the Completion Date of this Contract; or
 - (ii) Termination of this Contract by the Vendor;

And this time is essential.

The time for payment of the Deposit may be varied at the discretion of the Vendor by notice in writing to the Purchaser.

17. AMENDMENTS TO CONTRACT

The Vendor and Purchaser acknowledge and agree that the following amendments shall be made to the Contract for Sale:

- 17.1 Clause 2.5 – delete the words “This right to terminate is lost as soon as the deposit is paid in full”.
- 17.2 INTENTIONALLY DELETED
- 17.3 Clause 5.2.1 insert the words “and they are the only form of requisitions the Purchaser may make and clause 5.2.1 hereof is taken to be deleted” at the end of the clause.
- 17.4 Clause 6.2 is deleted.
- 17.5 Clause 7.1.1 is deleted.
- 17.6 Clause 7.1.3 is replaced with: “The Purchaser does not serve notice waiving the claims within seven (7) days after that service.”
- 17.7 Clause 7.2.1 – replace “10%” with “\$1.00”.
- 17.8 Clause 7.2.4 delete the words “and the cost of the purchaser”.
- 17.9 Clause 8.1.1 – delete the words, “on reasonable grounds”.
- 17.10 Clause 8.1.2 – delete the words “that specifies the requisition and those grounds”.
- 17.11 Clause 8.1.3 is amended by substituting the words “seven days” for “fourteen days”.
- 17.12 Clause 10.1 is replaced with: “The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of”.
- 17.13 Clause 10.1.8 and 10.1.9 are amended by substituting the word “existence” for the word “substance”.
- 17.14 Clause 11.2 is deleted.
- 17.15 Clause 14.4 shall be amended as follows:
 - 17.15.1 inserting “and” at the end of clause 14.4.1;
 - 17.15.2 deleting “and” from the second bullet point in clause 14.4.2.
- 17.16 Clause 16.5 is amended by deleting the words “plus another 20% of that fee”.
- 17.17 Clause 16.8 is deleted.
- 17.18 Clause 19 – insert the following additional clause: “19.3 Despite clause 19.2.3, the purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2010 (NSW) is the remedy prescribed by that regulation”
- 17.19 Clause 20.6.4 – insert the words “provided however, that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post” at the end of the clause.
- 17.20 Clause 23.5.1 – insert the words “which includes special levies payable by instalments (where the adjustment period is the period of the instalments)” at the end of the clause.

- 17.21 Clauses 23.6 – replace clauses 23.6.1 and 23.6.2 with the words “and is not a special levy payable by instalments then the vendor is liable for it if it is payable prior to the Contract date and otherwise it is payable by the purchaser”
- 17.22 Clause 23.9.3 – delete the words “or before completion”.
- 17.24 Clause 23.13 – delete the words “at least 7 days”.
- 17.25 Clause 23.14 – delete the clause.
- 17.26 Clause 23.18.2 – delete the clause.

18. PURCHASERS REQUISITIONS

For the purposes of Clause 5, the Purchaser shall only serve requisitions in the form of Requisitions on Title 2011 (Copyright of the Law Society of New South Wales), a copy of which is attached to this Contract.

19. LAND TAX

- 19.1 The Vendor must furnish prior to the completion date and the purchaser must accept a photocopy of a receipt for payment of land tax in advance on the whole of the land comprised in the strata scheme to enable the purchaser to obtain a clear Section 47 Certificate of the Land Tax Management Act (1956) for the property.
- 19.2 If the Vendor complies with Clause 19.1, the purchaser shall not be entitled to delay completion because the purchaser cannot obtain a certificate from the Office of State Revenue under Section 47 of the Land Tax Management Act (1956) stating that there is no land tax charged on the property.
- 19.3 The Vendor can require a land tax adjustment at the adjustment date and the amount of land tax to be adjusted shall be apportioned on the amount being the Property's proportional unit entitlement of the amount payable for the whole of the Land in accordance with the amount actually assessed by the Land Tax Commissioner and paid by the Vendor for the current land tax year. If land tax is assessed and paid for only part of the lots remaining in the strata plan, then the figure to be adjusted shall be the amount actually paid divided by the number of lots remaining.
- 19.4 Should a charge exist against the land on account of land tax, the existence of any such charge shall not prevent the Vendor from issuing a valid notice to complete. In such event the Purchaser will be entitled to receive on completion upon payment of the balance of the purchase moneys a certificate under Section 47 of the Land Tax Management Act, 1956 showing no charge exists for land tax in respect of the property or that any charge shown on a certificate obtained by the Purchaser is no longer effective.

20. GST CLAUSE

- 20.1 The Purchaser warrants that the property the subject of this clause will be used as a residence and is not being purchased for development or commercial purposes which could result in the Vendor incurring a liability for Goods and Services tax (“GST”) (Within the meaning of the A new tax System (Goods and Services tax) Act, 1999 as amended from time to time).
- 20.2 The Purchaser hereby indemnifies and agrees to keep indemnified the Vendor in respect to any breach of this warranty.

- 20.3 In the event that the Purchaser is in breach of this warranty then, in addition to all other remedies available to the Vendor, the Purchaser will be liable for any GST payable by the vendor in respect to the taxable supply of the said property to the purchaser.
- 20.4 The provisions of this clause will not merge on completion of this contract.
- 20.5 In the event that a liability for GST arises as a result of a breach by the Purchaser of the warranty herein, then such amount shall be a charge on the land hereby sold and the Vendor shall be entitled to lodge a caveat to protect the Vendor's interest.

21. SETTLEMENT FEE

It is agreed between the parties if completion of this matter is not affected in accordance with the Contract, for each completion date made by the Purchaser and cancelled, through no fault of the Vendor, the sum of \$150.00 plus GST is to be paid by the Purchaser to the Vendor's Solicitor upon completion.

22. COMPLETION ADDRESS

If the Vendor agrees to a request by the Purchaser for settlement of this Contract to occur other than at the Vendors solicitors office of the Vendors discharging mortgagees office (if any), then the Purchaser agrees to pay to the Vendor, by way of an adjustment of settlement, the amount of \$150.00 plus GST plus any further amount payable to the Vendors discharging mortgagee, their lawyers or agent (if any) as reimbursement of the Vendors additional legal costs and other expenses incurred as a direct result of acceding to the request made by the Purchaser.

23. DEFECTS LIABILITY

- 23.1 The Vendor is responsible for all defects or faults due to faulty materials, design or workmanship (but excluding minor shrinkage and settlement cracks) which may appear in the property for the period up to three (3) months after the Completion Date and which are notified in writing by the Purchaser to the Vendor within that period. The Purchaser may not give more than two (2) notices pursuant to this Special Condition.
- 23.2 The Vendor must at its own cost within sixty days (60) after being notified by the Purchaser in accordance with Special Condition 23.1 and after the Completion Date rectify or repair in a proper and workmanlike manner or fault referred to in Special Condition 23.1.
- 23.3 The Purchaser shall not require the Vendor to rectify or repair any defect or fault prior to completion or delay completion because of a defect or fault unless it is a defect which is structural in nature and renders the property uninhabitable (Major Defect).
- 23.4 In respect of a Major Defect:
- (a) The Purchaser must give the Vendor written notice of it immediately after the Purchaser becomes aware of it; and
 - (b) The Vendor must at its own cost prior to completion and within a reasonable time (having regard to the nature and extent of the Major Defect) rectify and repair it in a proper and workmanlike manner.
- 23.5 Any dispute between the Vendor or the Purchaser in relation to the rectification of defects under this special condition shall be referred to the Vendor's Architect who

shall make a determination in respect of the dispute which shall be final and binding on the parties.

24. NO SEPARATE DRAINAGE DIAGRAM

- 24.1 The Purchaser acknowledges that at the date of this Contract a diagram for the land from the appropriate sewerage authority is not available in the normal course of administration as the land is a new subdivision. The Vendor warrants that all water, sewerage and drainage work has been carried out with the approval of the appropriate sewerage authority.
- 24.2 The Purchaser shall not make an objection, requisition or claim for compensation nor be entitled to delay completion or rescind or terminate this Contract on the grounds that an up to date and re-drawn sewer diagram may not be available on completion of this Contract.

~~25. RATES ASSESSMENT~~

~~If, as at completion, a separate assessment for council and/or water rates in respect of the property has not been received by the Vendor then:~~

- ~~25.1 no regard is to be held to the actual separate assessment if and when it is received;~~
- ~~25.2 the Purchaser must pay the actual separate assessment if and when it is received;~~
- ~~25.3 on completion, the Purchaser must adjust, on a paid basis, the amounts of:~~
- ~~(a) \$2500.00 on account of council rates for the current year; and~~
- ~~(b) \$250.00 on account of water rates for the current quarter.~~

26. FENCING

No objection requisition or claim for compensation shall be made by the purchaser if on settlement it may be found that any boundary of the property not be fenced or that any boundary fence or wall shall not be on or within such boundary.

~~27. NO SEPARATE SECTION 149 CERTIFICATE~~

- ~~27.1 The Purchaser acknowledges that at the date of this Contract a Section 149 Certificate for the land from the appropriate local government authority may not be available in the normal course of administration as the land is a new subdivision.~~
- ~~27.2 The Purchaser shall not make an objection, requisition or claim for compensation nor be entitled to delay completion or rescind or terminate this Contract on the grounds that a Section 149 Certificate may not be available on completion of this Contract.~~
- ~~27.3 If a Section 149 Certificate becomes available the Vendor will provide this certificate 14 days prior to completion.~~

28. SWIMMING POOL

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its present state of repair. The purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the purchaser at the purchaser's expense.

~~29. RELEASE OF DEPOSIT~~

~~29.1 In the event that the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as may be required for the use by the Vendor as a deposited on the purchase and to pay stamp duty on the other property. The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition that such deposit will be paid only to the trust account of a Estate Agent or a Solicitor/Licensed Conveyancer and/or to the Office of State Revenue.~~

~~29.2 In the event that the release of the deposit is not required pursuant to Special Condition 29.1 hereof, the deposit should be paid to the Vendor's agent first named herein pending completion.~~

30. CERTIFICATE OF INSURANCE

30.1 The Vendor discloses that:

- a) The construction of any building and/or improvements on the Property is residential building work in relation to a multi-storey building;
- b) Pursuant to Section 56 of the Home Building Regulation (NSW) 2014, it is exempt from the requirements of Part 6 and Section 96A of the Home Building Act (NSW) 1989 in respect of construction of the building; and
- c) It has not affected and does not intend to effect, insurance in respect of construction of the building; and
- d) It will not be giving the Purchaser a certificate of insurance in connection with the construction of the building.

30.2 The Purchaser shall not make an objection, requisition or claim for compensation nor be entitled to delay completion or rescind or terminate this Contract because of any matter disclosed herein.

31. CHANGE OF SOLICITOR

Notwithstanding any other provision of this Contract, in the event the Purchaser changes its legal representative prior to completion and without providing written notice to the Vendor or the Vendor's solicitor, then in that event, the legal representative lastly acting for the Purchaser shall be deemed to remain as the legal representative acting for the Purchaser until such time as the Vendor receives a notice in writing by the Purchaser advising of the change to its legal representative.

~~32. VENDORS PAYMENT OF BEHALF OF THE OWNERS CORPORATION~~

~~In the event the Vendor has prior to completion paid any amount for or on behalf of the Owners Corporation including, without limitation, any insurance premium, then the Purchaser and the Vendor shall on completion adjust a proportion of any such amount as at the date of completion for the period to which it relates on a daily basis, the proportion being that proportion that the unit entitlement of the property bears to the aggregate unit entitlement of the strata scheme.~~

33. APPOINTMENT OF MANAGING AGENTS

The Purchaser acknowledges that the Vendor will have the right to appoint the initial managers and initial managing agents of the Body Corporate.

34. AUCTION

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

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

34.2 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (ii) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (iii) The highest bidder is the purchaser, subject to any reserve price.
- (iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (vii) A bid cannot be made or accepted after the fall of the hammer.
- (viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

34.3 The following conditions, in addition to those prescribed by subclause (1 & 2), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (i) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (ii) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

35. CLAIMS BY PURCHASER

35.1. Notwithstanding the provisions of clause 7 hereof the parties expressly warrant and agree that any claim for compensation by the Purchaser shall be deemed to be an objection or requisition for the purpose of printed clause 8 hereof.

36. GUARANTEE

36.1. This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.

36.2 The word guarantor means _____

- 36.3 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
- (i) payment of all money payable by the purchaser under this Contract; and
 - (ii) the performance of all of the purchaser's other obligations under this Contract.
- 36.4 The Guarantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract;
- 36.5 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- (i) the performance by the purchaser of its obligations under this Contract; and
 - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.
- 36.6 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 36.7 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 36.8 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the purchaser.
- 36.9 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 36.10 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by)

)

Signature

in the presence of:

Signature of Witness

Print Name of Witness

SIGNED SEALED & DELIVERED by)

)

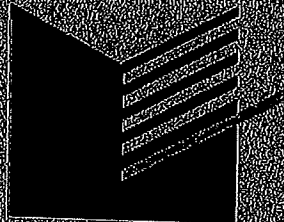
Signature

in the presence of:

Signature of Witness

Print Name of Witness

TITLE SEARCH



Macquarie Lawyers
SUITE 24 LEVEL 2, 103 GEORGE ST
PARRAMATTA NSW 2150
Tel: (02) 9891 5556
Fax: (02) 9891 5228



FOLIO: 27/SP96551

SEARCH DATE	TIME	EDITION NO	DATE
4/6/2018	4:24 PM	2	17/4/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 27 IN STRATA PLAN 96551
AT THE ENTRANCE
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

CENTRAL COAST LAND PTY LIMITED

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96551
- 2 AN260104 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP96551

SEARCH DATE	TIME	EDITION NO	DATE
14/11/2017	4:25 PM	1	2/11/2017

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96551
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT THE ENTRANCE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM SP96551

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96551
ADDRESS FOR SERVICE OF DOCUMENTS:
2 NORBERTA STREET
THE ENTRANCE NSW 2261

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 D539028 LAND EXCLUDES MINERALS (S.141 PUBLIC WORKS ACT, 1912) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 4 AB643161 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AB643161 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 AE477944 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1233759 POSITIVE COVENANT
- 8 DP1233759 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1233759 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 SP96551 EASEMENT FOR ELECTRICITY PURPOSES 1.7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 1 - CONTINUED OVER

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP96551

PAGE 2

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

STRATA PLAN 96551

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
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29	207	30	207	31	214	32	233
33	214	34	214	35	214	36	214
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45	293	46	237				

NOTATIONS

UNREGISTERED DEALINGS: NIL

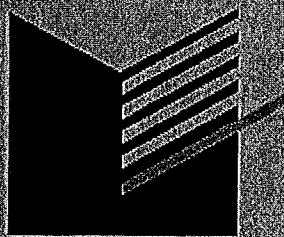
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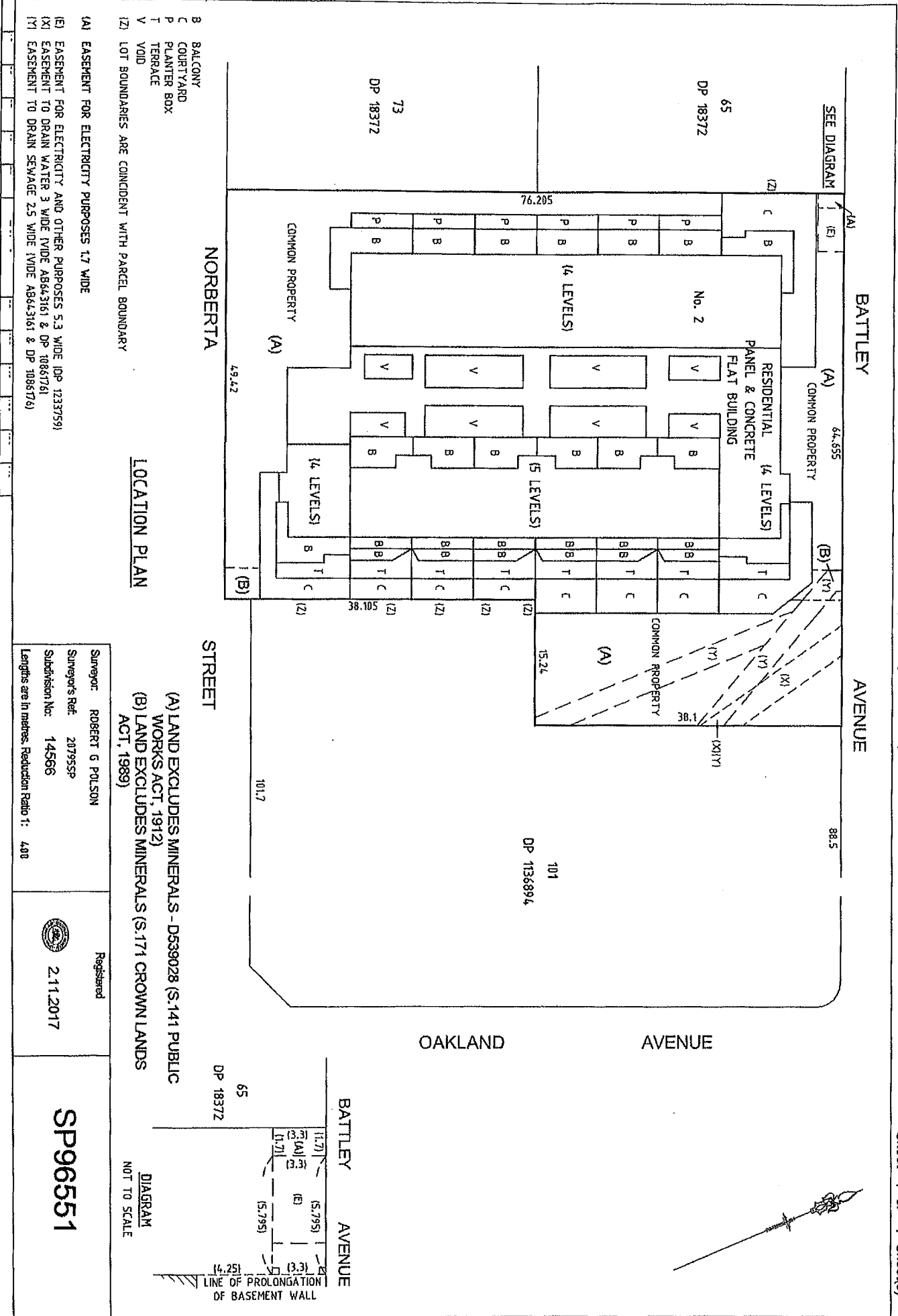
PRINTED ON 14/11/2017

* 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.

STRATA PLAN



Macquarie Lawyers
SUITE 24, LEVEL 2, 103 GEORGE ST,
PARRAMATTA NSW 2150
Tel: (02) 9891-2552
Fax: (02) 9891-5228

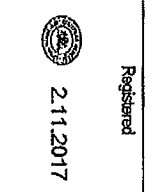


- B BALCONY
- C COURTYARD
- P PLANTER BOX
- T TERRACE
- V VOID
- (Z) LOT BOUNDARIES ARE COINCIDENT WITH PARCEL BOUNDARY
- (A) EASEMENT FOR ELECTRICITY PURPOSES 1.7 WIDE
- (E) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE (DP 1233759)
- (X) EASEMENT TO DRAIN WATER 3 WIDE (AB643161 & DP 1086776)
- (Y) EASEMENT TO DRAIN SEWAGE 2.5 WIDE (AB643161 & DP 1086776)

LOCATION PLAN

(A) LAND EXCLUDES MINERALS - D539028 (S.141 PUBLIC WORKS ACT, 1912)
 (B) LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT, 1989)

Surveyor: ROBERT G POLSON
 Registered
 Surveyor's Ref: 21795SP
 Subscription No: 14566
 Lengths are in metres. Reduction Ratio 1: 400



SP96551

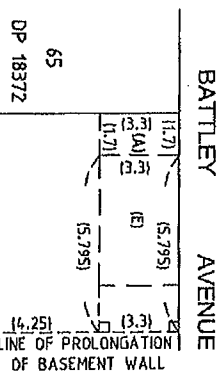


DIAGRAM
NOT TO SCALE

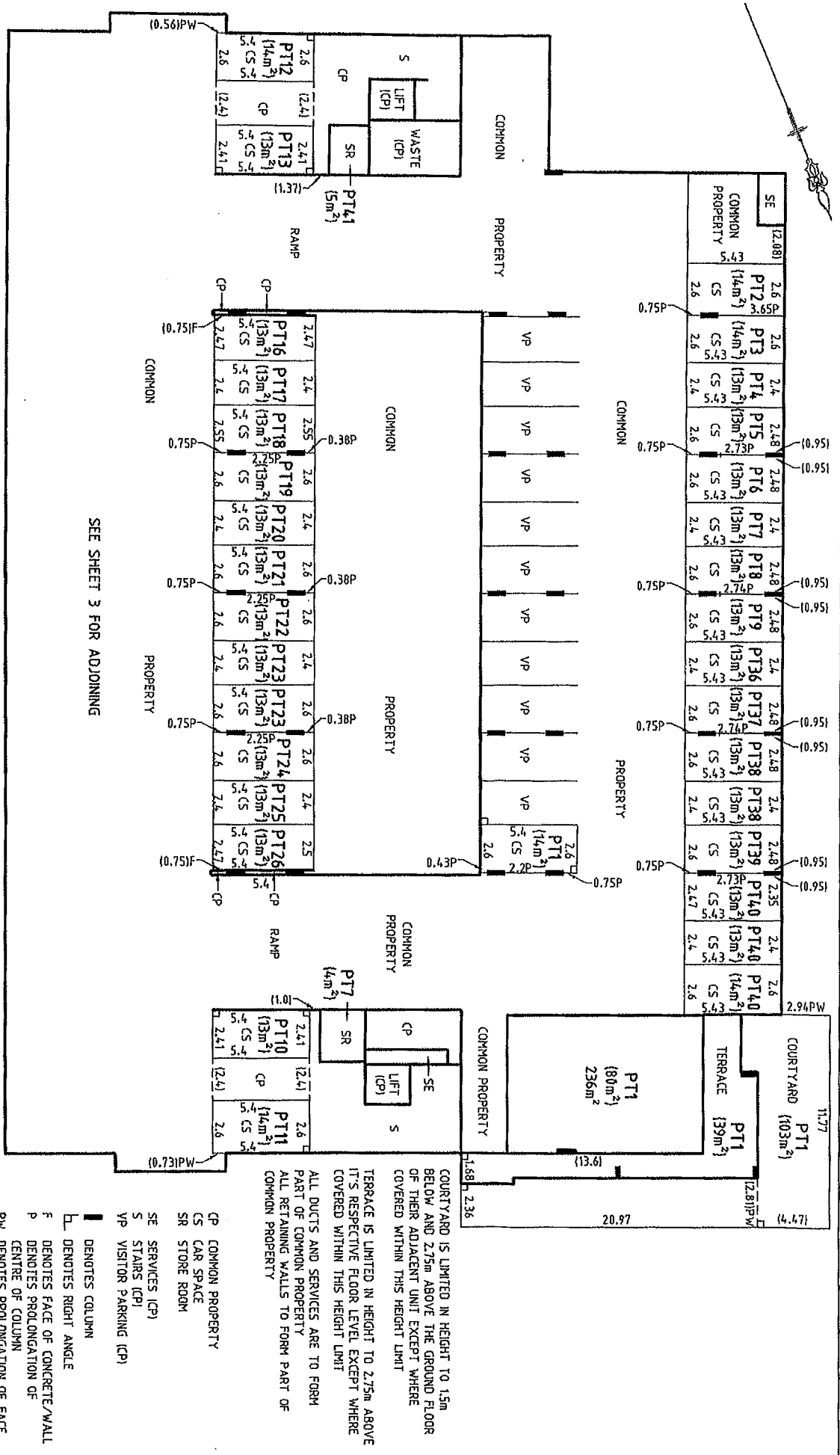
STRATA PLAN FORM 2 (A3)

SP96551

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gPlan

Sheet 2 of 7 Sheet(s)



COURTYARD IS LIMITED IN HEIGHT TO 1.5m BELOW AND 2.75m ABOVE THE GROUND FLOOR OF THEIR ADJACENT UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

TERRACE IS LIMITED IN HEIGHT TO 2.75m ABOVE ITS RESPECTIVE FLOOR LEVEL EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL DUCTS AND SERVICES ARE TO FORM PART OF COMMON PROPERTY

ALL RETAINING WALLS TO FORM PART OF COMMON PROPERTY

CP COMMON PROPERTY
 CS CAR SPACE
 SR STORE ROOM
 SE SERVICES (CP)
 S STAIRS (CP)
 VP VISITOR PARKING (CP)

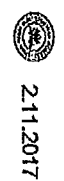
┌ DENOTES COLUMN
 └ DENOTES RIGHT ANGLE
 F DENOTES FACE OF CONCRETE/WALL
 P DENOTES PROLONGATION OF CENTRE OF COLUMN
 PW DENOTES PROLONGATION OF FACE OF WALL/COLUMN

SEE SHEET 3 FOR ADJOINING

NOTES:
 FLOOR AREAS SHOWN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY.
 THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.

BASEMENT

Surveyor: ROBERT G POLSON
 Surveyor's Ref: 20795SP
 Subdivision No: 14566
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Registered
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STRATA PLAN FORM 2 (A3)

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Sheet 3 of 7 Sheet(s)

NOTES:
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 THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY.
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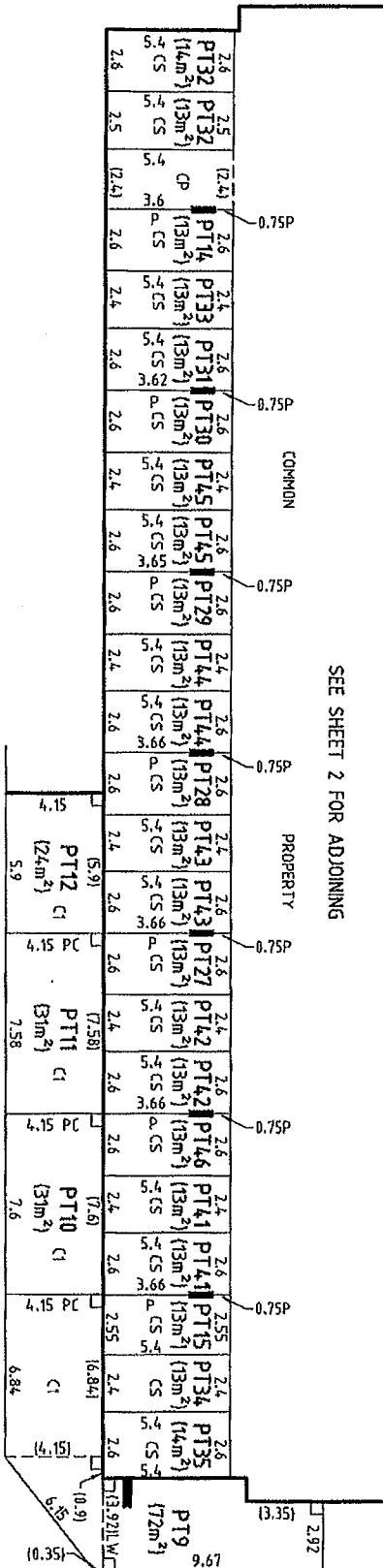
ALL DUCTS AND SERVICES ARE TO FORM
 PART OF COMMON PROPERTY
 ALL RETAINING WALLS TO FORM PART OF
 COMMON PROPERTY

C1 DENOTES COURTYARD IS LIMITED IN HEIGHT TO 2.5m BELOW AND
 2.7m ABOVE THE GROUND FLOOR OF THEIR ADJACENT UNIT
 EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

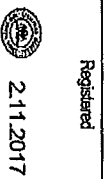
CP DENOTES COMMON PROPERTY
 CS DENOTES CAR SPACE

█ DENOTES COLUMN
 L DENOTES RIGHT ANGLE

LW DENOTES LINE OF WALL
 P DENOTES PROLONGATION OF CENTRE OF COLUMN
 PC DENOTES PROLONGATION OF CENTRE OF WALL ON GROUND FLOOR



Surveyor:	ROBERT G POLSON
Surveyor's Ref:	207955P
Subdivision No:	14566
Lengths are in metres, Reduction Ratio 1: 200	



SP96551

STRATA PLAN FORM 2 (A3)

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Sheet 4 of 7 Sheet(s)

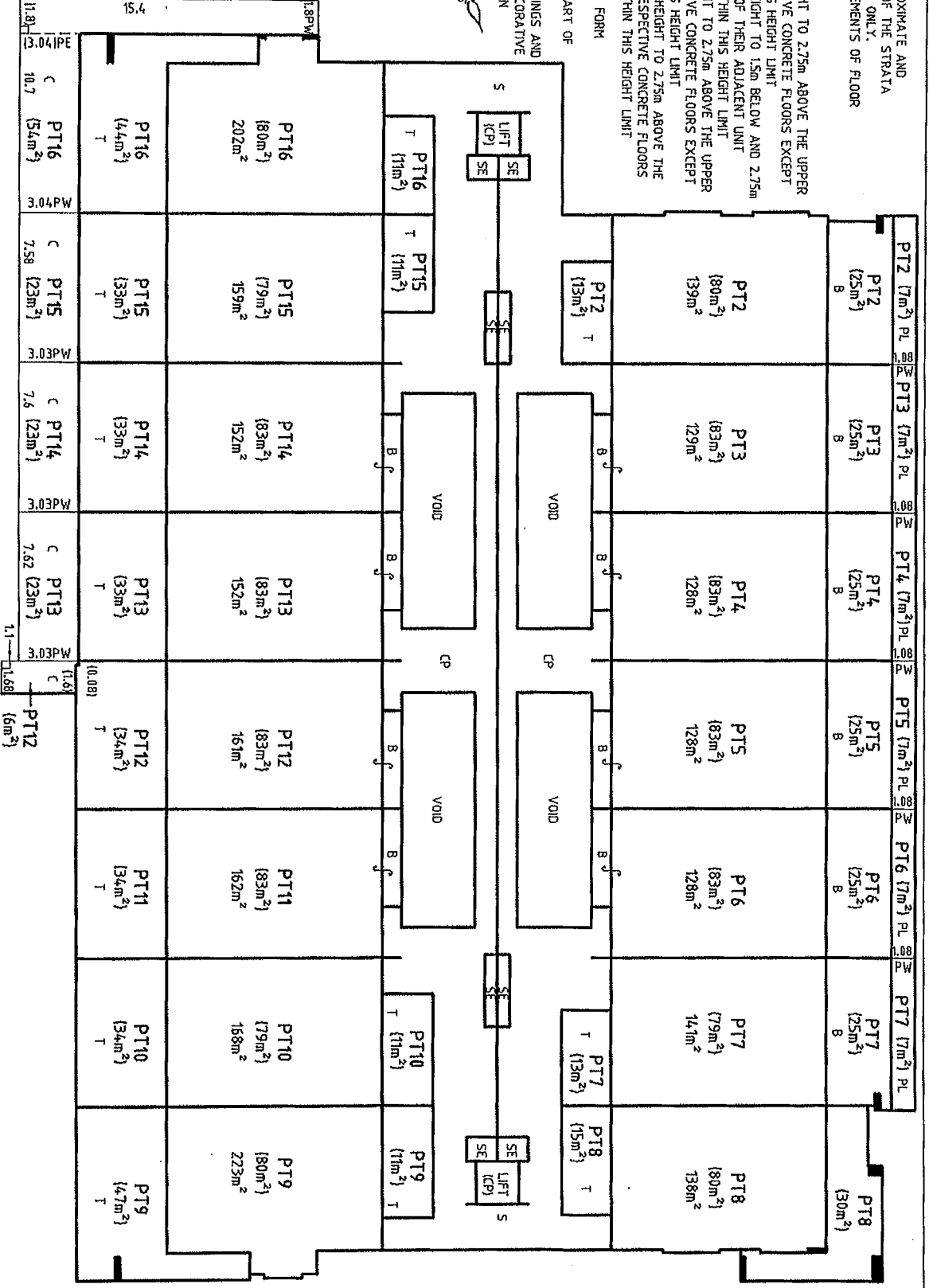
NOTES:
 FLOOR AREAS SHOWN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.

- B BALCONY IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
- C COURTYARD IS LIMITED IN HEIGHT TO 15m BELOW AND 2.75m ABOVE THE GROUND FLOOR OF THEIR ADJACENT UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
- T TERRACE IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
- PL PLANTER BOX IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

ALL DUCTS AND SERVICES ARE TO FORM PART OF COMMON PROPERTY
 ALL RETAINING WALLS TO FORM PART OF COMMON PROPERTY
 ALL BALUSTRADES, BALCONY RAILINGS AND ALUMINIUM LOUVER SCREENS & DECORATIVE PANELS TO FORM PART OF COMMON PROPERTY

ALL AIR CONDITIONING SYSTEMS SITUATED WITHIN A LOT FORMS PART OF THAT LOT & IS NOT COMMON PROPERTY.

- CP COMMON PROPERTY
- S STAIRS (CP)
- SE SERVICES (CP)
- └ DENOTES RIGHT ANGLE
- PE PROLONGATION OF EDGE OF CONCRETE
- PW PROLONGATION OF CENTRE OF WALL/COLUMN



GROUND FLOOR

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2.11.2017

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STRATA PLAN FORM 2 (A3)

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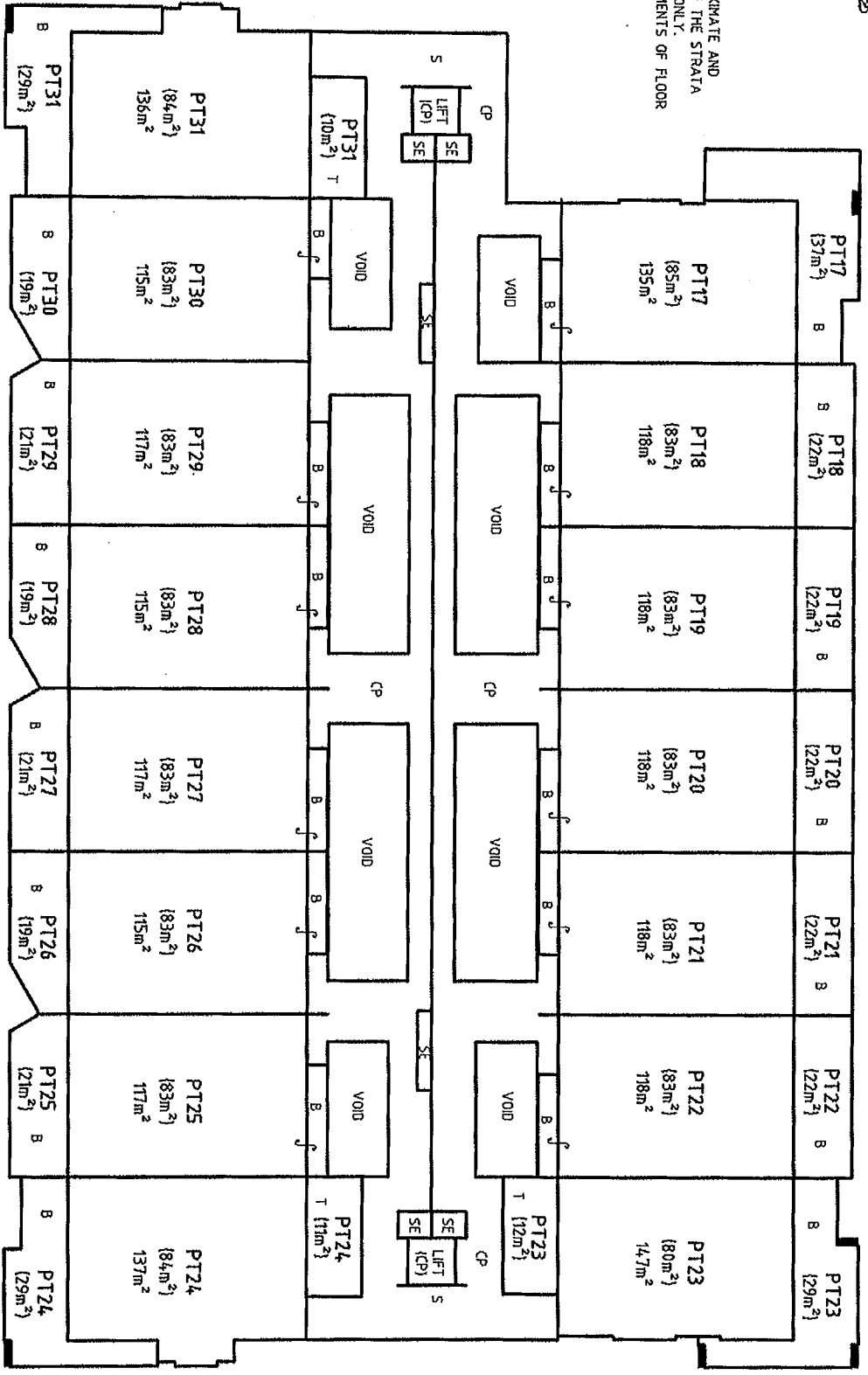
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Sheet 5 of 7 Sheet(s)

NOTES:
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CP COMMON PROPERTY
 S STAIRS (CP)
 SE SERVICES (CP)

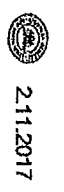


ALL AIR CONDITIONING SYSTEMS SITUATED WITHIN A LOT FORMS PART OF THAT LOT & IS NOT COMMON PROPERTY.
 ALL DUCTS AND SERVICES ARE TO FORM PART OF COMMON PROPERTY
 ALL BALUSTRADES, BALCONY RAILINGS AND ALUMINIUM LOUVER SCREENS & DECORATIVE PANELS TO FORM PART OF COMMON PROPERTY

B BALCONY IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT
 T TERRACE IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

FIRST FLOOR

Surveyor: ROBERT G POLSON
 Surveyor's Ref: 20795SP
 Subdivision No: 14566
 Lengths are in metres. Reduction Ratio: 1: 200



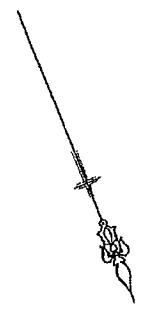
SP96551

STRATA PLAN FORM 2 (A3) SP96551

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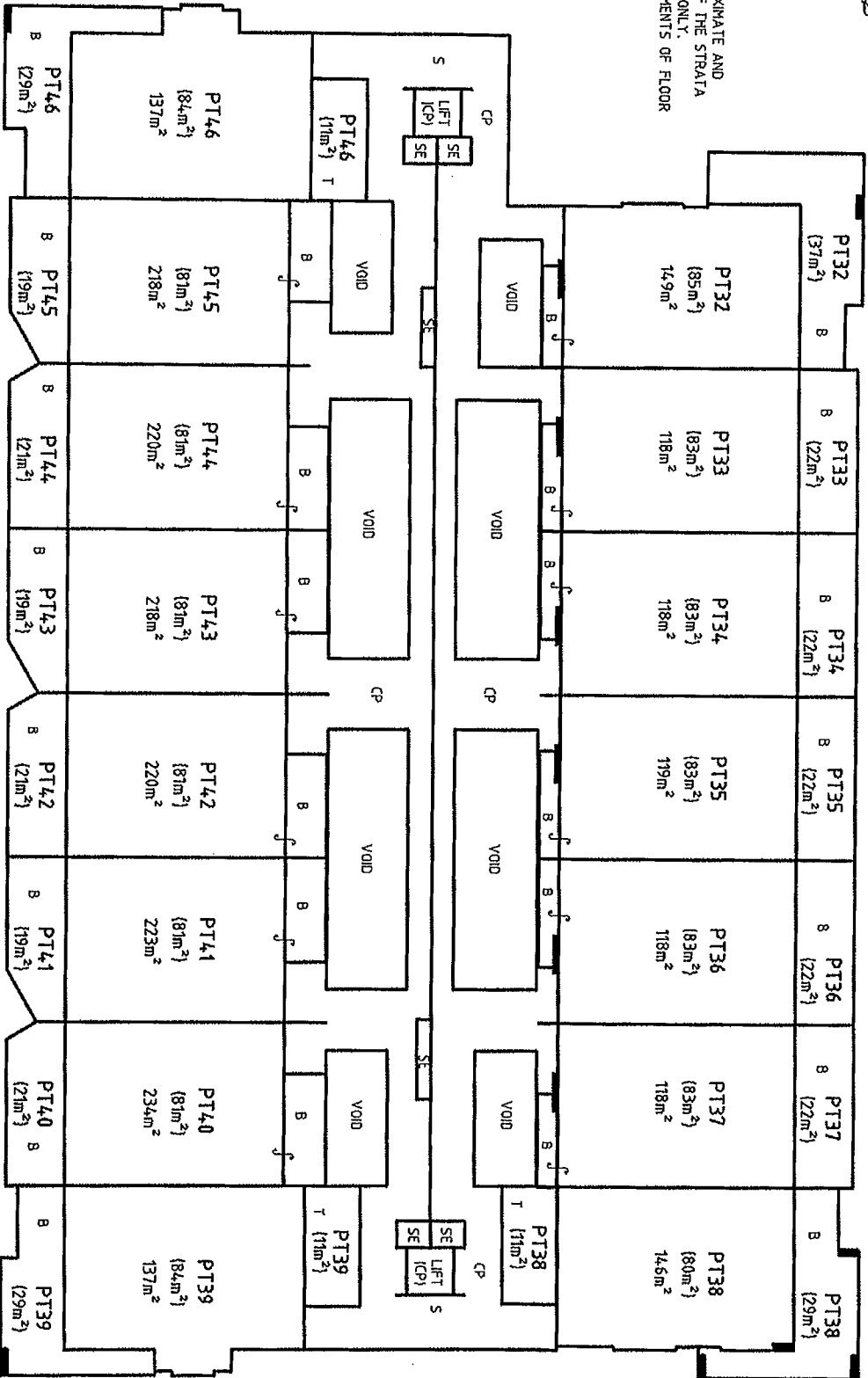
ePlan

Sheet 6 of 7 Sheet(s)



NOTES:
 FLOOR AREAS SHOWN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.

CP COMMON PROPERTY
 S STAIRS (CP)
 SE SERVICES (CP)



ALL AIR CONDITIONING SYSTEMS SITUATED WITHIN A LOT FORMS PART OF THAT LOT & IS NOT COMMON PROPERTY.
 ALL DUCTS AND SERVICES ARE TO FORM PART OF COMMON PROPERTY
 ALL BALUSTRADES, BALCONY RAILINGS AND ALUMINIUM LOUVER SCREENS & DECORATIVE PANELS TO FORM PART OF COMMON PROPERTY

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 T TERRACE IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

SECOND FLOOR

Surveyor: ROBERT G POLSON
 Surveyor's Ref: 207955P
 Subdivision No: 14566
 Lengths are in metres. Reduction Ratio 1: 200

Registered
 2 11 2017

SP96551

STRATA PLAN FORM 2 (A3)

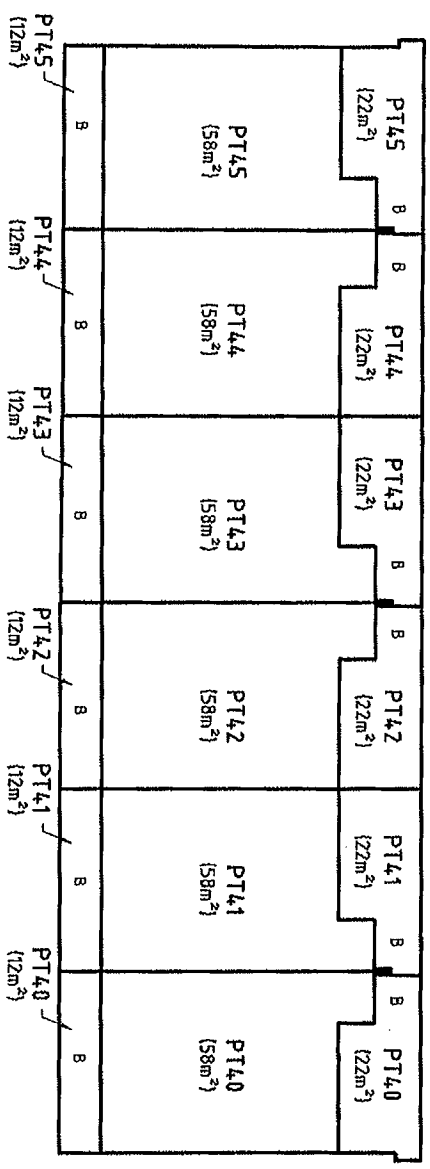
SP96551

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Sheet 7 of 7 Sheet(s)

NOTES:
 FLOOR AREAS SHOWN ARE APPROXIMATE AND CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM MEASUREMENTS OF FLOOR AREAS FOR OTHER PURPOSES.



THIRD FLOOR

ALL AIR CONDITIONING SYSTEMS SITUATED WITHIN A LOT FORMS PART OF THAT LOT & IS NOT COMMON PROPERTY.
 ALL DUCTS AND SERVICES ARE TO FORM PART OF COMMON PROPERTY
 ALL BALUSTRADES, BALCONY RAILINGS AND ALUMINIUM LOUVRE SCREENS & DECORATIVE PANELS TO FORM PART OF COMMON PROPERTY

B BALCONY IS LIMITED IN HEIGHT TO 2.75m ABOVE THE UPPER SURFACE TO THEIR RESPECTIVE CONCRETE FLOORS EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT


Surveyor: ROBERT G POLSON
 Surveyor's Ref: 207955P
 Subdivision No: 14566
 Lengths are in metres. Reduction Ratio 1: 200


Registered



2.11.2017

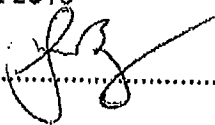
SP96551

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  2.11.2017		SP96551			
PLAN OF SUBDIVISION OF LOT 100 DP 1233759			LGA: CENTRAL COAST Locality: THE ENTRANCE Parish: TUGGERAH County: NORTHUMBERLAND		
This is a *FREEHOLD/LEASEHOLD Strata Scheme					
Address for Service of Documents 2 NORBERTA STREET THE ENTRANCE NSW 2261 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with:- - Keeping of animals: Option *A/B- - Smoke penetration: Option *A/B- (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, <u>ROBERT G POLSON</u> of <u>TREHY, INGOLD NEATE</u> <u>PO BOX 3205 TUGGERAH NSW 2259</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by <u>Robert G Polson</u> Signature: <u>Robert G Polson</u> Date: <u>24/8/2017</u> Surveyor ID: <u>1841</u> Surveyor's Reference: <u>20795SP</u> * Insert the deposited plan number or dealing number of the Instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>ANDREW SYMONDS</u> being an Accredited Certifier, accreditation number <u>018 1837</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 69 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>14566</u> Relevant Planning Approval No.: <u>CDC 14565</u> Issued by: <u>ANDREW SYMONDS</u> Signature: <u>Andrew Symonds</u> Date: <u>23 OCTOBER 2017</u> * Insert lot numbers of proposed utility lots.		
* Strike through if Inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only Registered:  2.11.2017	SP96551	Office Use Only

VALUER'S CERTIFICATE


I, Simon Azor being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 24 August 2017

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	191	24	214
2	200	25	209
3	181	26	209
4	181	27	209
5	181	28	209
6	181	29	207
7	181	30	207
8	205	31	214
9	195	32	233
10	195	33	214
11	195	34	214
12	195	35	214
13	195	36	214
14	195	37	214
15	195	38	237
16	200	39	232
17	209	40	302
18	204	41	302
19	204	42	302
20	204	43	293
21	204	44	293
22	204	45	293
23	233	46	237
		AGGREGATE	10,000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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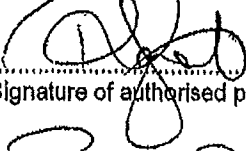
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Registered:  2.11.2017	SP96551

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

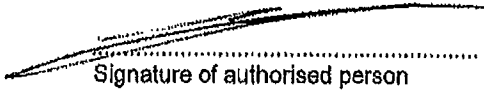
Executed by Central Coast Land Pty Limited as owner of Lot 100 DP1233759

EXECUTED by CENTRAL COAST LAND PTY LIMITED ACN 137974282 pursuant to Section 127 of the Corporations Act 2001 (Cth) by:


Signature of authorised person

PIERRE SAAB
Print name of authorised person

DIRECTOR
Office held



Signature of authorised person

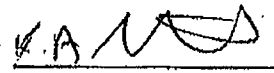
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Print name of authorised person

DIRECTOR
Office held

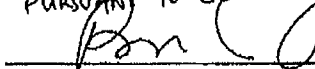
Executed by Charub Pty Limited & Vie De L'Eau Investments Pty Limited as mortgagee of Lot 100 DP 1233759

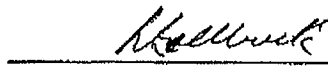
EXECUTED BY CHARUB PTY LTD ACN 105 887 685 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001 (Cth) BY:


ANTHONY STAUNTON
DIRECTOR


KATHERINE STAUNTON
SECRETARY

EXECUTED BY VIE DE L'EAU INVESTMENTS PTY LTD ACN 601019603 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001 (Cth) BY:


BENJAMIN JENNINGS
DIRECTOR


LANCE LOLLBACK
DIRECTOR

Pursuant to section 88B of the Conveyancing Act, 1919, it is intended to create:
1. Easement for Electricity purposes 1.7 wide.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A
 PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF
 RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED
 TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
 1919.**

(Sheet 1 of 2 sheets)

Plan: SP96551

of Subdivision of Lot 100 in
 DP 1233759 covered by Strata
 Certificate
 No. 14566 of 23/10/2017

**Full Name and Address of the
 owner of the Land:**

**CENTRAL COAST LAND PTY
 LIMITED (ACN 137 974 282)**
 Suite 23, Level 2/103 George
 Street
 PARRAMATTA NSW 2150

**Full Name and Address of the
 mortgagee of the Land:**

VIE DE L'EAU INVESTMENTS
 Level 12/65 York Street
 SYDNEY NSW 2150

and

CHARUB PTY LIMITED
 Level 13/122 Arthur Street
 NORTH SYDNEY NSW 2060

PART 1

Number of item shown in the panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Electricity Purposes 1.7m Wide	Common 400m DP 1233759 Property PP	65 to 68-73 (inclusive) in DP 18372 PP.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919.

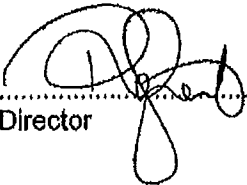
(Sheet 2 of 2 sheets)

Plan: **SP96551**


of Subdivision of Lot 100 in
DP 1233759 covered by Strata
Certificate
No. 14566 of 23/10/2017


PART 2

**EXECUTED by
CENTRAL COAST LAND PTY
LIMITED (ACN: 137 974 282)**
in accordance with Section 127 of the
Corporations Act 2001


.....
Director



.....
Name of Director

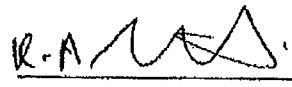

.....
Secretary ~~DIRECTOR~~


.....
Name of Secretary ~~DIRECTOR~~


EXECUTION BY MORTGAGEE

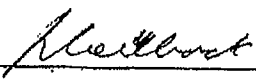
EXECUTED BY **CAHARUB PTY LTD ACN 106887585** IN ACCORDANCE WITH SECTION 127
OF THE CORPORATIONS ACT 2001 (CTH):


.....
ANTHONY STAUNTON
DIRECTOR


.....
KATHERINE STAUNTON
SECRETARY


EXECUTED BY **VIE DE L'ERAN INVESTMENTS PTY LTD ACN 601 019 603** IN ACCORDANCE
WITH SECTION 127 OF THE CORPORATIONS ACT (2001):


.....
BENJAMEN JENNINGS
DIRECTOR


.....
LANCE LOLLBACK
DIRECTOR

REGISTERED  2.11.2017

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Approved Form 7	Strata Plan By-laws	Sheet 1 of 24 Sheet(s)
Office Use Only		Office Use Only
Registered:  2.11.2017	SP96551	

Instrument setting out the details of by-laws to be created upon registration of a Strata Plan

RESIDENTIAL BY LAWS

Residential By-Laws


Residential Units

2 NORBERTA STREET, THE ENTRANCE

By-Laws


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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

- (a) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation
- (b) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property under By-law 2(a).
- (c) An owner or occupier of a lot may permit their invitees to park or stand any motor or other vehicle on the common property allocated for visitor parking on a casual basis.
- (d) An owner or occupier of a lot may not park or stand any motor or other vehicle on common property allocated for visitor parking.

3. Car Parking Spaces

- (a) Except without the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within their car space(s) other than a duly registered vehicle as defined in the Road Transport Act (NSW) 2013 or associated legislation as amended.
- (b) An owner or occupier is prohibited from enclosing their car parking spaces with any wall, wire, or any temporary or permanent structure.
- (c) In the event that an owner or occupier leases, sub-leases, assigns or licences a car parking space, the relevant owner or occupier must notify the owners corporation of such agreement within fourteen (14) days of commencement of the term, and such notice must specify:

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- (a) the name of the lessee, sub lessee, assignee or licensee;
- (b) the date of commencement or assignment of the agreement
- (c) particulars of the entity and vehicle that will be occupying the car space
- (d) the term of the lease, sub-lease, assignment or licence
- (e) the name of any agent acting for the owner or occupier in granting rights under any lease, sublease, or licence.

(d) Any lessee, sub lessee, assignee or licensee is deemed to be bound to the terms of these By-Laws for the duration of the lease, sub-lease or licence.

(e) An owner, occupier, lessee, sub-lessee, assignee or licensee of a car parking space must keep each such car parking space clean and tidy at all times and ensure that any oil spills or stains are removed promptly.


4. Obstruction of and Interference with common property

- (a) An owner or occupier of a lot must not obstruct lawful use of common property by any person.
- (b) An owner or occupier must not, except with the prior written approval of the owners corporation, interfere with the operation of any equipment installed on the common property (except in case of emergency) including the lifts, foyer entries, fire safety equipment and automated security basement garage doors, or any personal property vested in the owners corporation.
- (c) 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, or
 - (c) store or place any goods on any part of the common property.

5. Damage to common property

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

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- (b) An approval given by the owners corporation under sub-clause (a) cannot authorise any additions to the common property.
- (c) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or 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.
- (d) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (e) 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 sub-clause (d) 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 or any locking or safety device, screen, other device or structure referred to in the sub-clause (d) that forms part of the common property and that services the lot.

6. Behaviour of Owners, Occupiers

- (a) 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.
- (b) An owner or occupier on any part of a Lot so as to be visible or audible from another Lot or from common property must:-

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- (a) not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier or invitee of another Lot or to any person lawfully using common property; and
- (b) be adequately clothed.

7. Children playing on common property in building

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.


8. Behaviour of invitees

- (a) An owner or occupier of a lot must take all reasonable steps to ensure that invitees or the owner or occupier do not behave in a manner that is likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
- (b) An owner or occupier must take all reasonable steps to ensure that invitees of the owner or occupier comply with these by-laws as though they were an owner or occupier of the Lot. If an invitee does not comply with these by-laws the owner or occupier must take all reasonable steps to ensure that the invitee immediately leaves the Building.

9. Depositing rubbish and other material on common property

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

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10. Hanging out of washing

- (a) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (b) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be hung at a height greater than the height of the balcony railing and/or hung over the balcony railing of the lot and/or visible from street level outside the parcel.
- (c) 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.
- (d) In this clause:
"washing" includes any clothing, towel, bedding or other article of a similar type.


11. Cleaning of Windows and Doors

- (a) Unless agreed to in writing by the owners corporation, 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.
- (b) 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 flammable liquids and other substances and materials

- (a) 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 flammable chemical, liquid or gas or other flammable substance and/or material.

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- (b) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used in connection with the permitted use of the Lot, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.


13. Transport or moving of goods, trade goods and furniture

- (a) An owner or occupier of a lot must not transport any furniture, large object or articles or bulk or quantity to or from the lot through or on common property within the building unless over or on such parts of the common property and at such time as the owners corporation may from time to time permit and the owner or occupier will generally comply with all reasonable requirements and directions of the owners corporation in regard to such matters.
- (b) An owner or occupier of a Lot shall not transport any such items as referred to in 13(a) in the lift other than in a manner determined by the Owners Corporation and only if the lift and common property is left in a clean and tidy state after the transportation of such items has occurred.
- (c) An owner or occupier remains liable for any damage to lot or common property arising out of the transportation of any such items and indemnifies the owners corporation against any costs or losses arising out of the transportation of the items.
- (d) An owner or occupier of a lot shall only transport any furniture, large object or articles between the hours determined by the owners corporation in consultation with the strata manager appointed by the owners corporation from time to time including the designated use of a lift as determined by the security manager in its absolute discretion so as to minimise damage to common property and disruption to any other owner or occupant.

14. Floor Coverings

- (a) 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.

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15. Changes to floor coverings

- (a) An owner or occupier of a lot must notify the owners corporation in writing 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.
- (b) 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.

16. Garbage disposal

- (a) An owner or occupier of a lot in a strata scheme that does not have shared bins must not:
 - i. 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; and
 - ii. deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy); and
 - iii. place anything in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier and the owners corporation.
- (b) An owner or occupier of a lot in a strata scheme that does not have shared bins must:
 - i. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property; and
 - ii. comply with the local council's guidelines for the storage, handling, collection and disposal of waste; and

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- iii. maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered; and
- iv. place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins; and
- v. notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(c) An owner or occupier of a lot in a strata scheme that has shared bins must not:

- i. 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; and
- ii. deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(d) An owner or occupier of a lot in a strata scheme that has shared bins must:

- i. comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property; and
- ii. comply with the local council's guidelines for the storage, handling, collection and disposal of waste.


(e) The owners corporation may give directions in its absolute discretion for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(f) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

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17. Keeping of animals

- (a) Subject to section 49 (4) of the Act, an owner or occupier of lots 9-16 inclusive in the strata scheme must not, without the prior written approval (acting reasonably) of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (b) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (c) Subject to section 49 (4) of the Act, an owner or occupier of any other lot in the strata scheme must not keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (d) If an owner or occupier of a lot is permitted to by the owners corporation to keep a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (i) notify the owners corporation that the animal is being kept on the lot, and
 - (ii) keep the animal within the lot, and
 - (iii) carry the animal when it is on the common property, and
 - (iv) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal; and
 - (v) comply with any other reasonable direction of the owners corporation.
- (e) In this by law "animal" means a cat or dog or caged bird.

18. Appearance of lot

- (a) 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.
- (b) The owner or occupier must obtain written consent from the owners corporation (which shall not be unreasonably withheld) for the installation or fitting of items to the external part of the Lot including the following:-
- (a) blinds and which are to be of a colour nominated by the owners corporation from time to time,

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- (b) flyscreen frames (which shall match the colour of window frames installed in the building and be consistent with other window frames installed in the building);
 - (c) external light fittings (which are to be consistent with the external fittings used throughout the building);
 - (d) any aerial, antenna, security device, alarm; and
 - (e) any other proposed external fitting (or fixture) to the lot.
- (c) Notwithstanding clause (b) above, an owner or occupier must not install or affix and the Owners Corporation will not approve any:
- (a) pergola
 - (b) shade sail
 - (c) structure on a common property wall; or
 - (d) decorative item on a common property wall
- (d) 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.

19. Change in use of lot to be notified

- (a) An owner or occupier shall not use the lot for any purpose that may impugn or derogate from the good reputation of the building or its residents.
- (b) 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 change of such use results in a hazardous activity being carried out on the lot, or results in the lot being used for a purpose other than the permissible use or change in such use of a lot for short-term or holiday letting).
- (c) The notice referred to in clause (b) must be given in writing at least 21 days before the change occurs or a lease or sublease commences.
- (d) An owner or occupier must not, without the prior written consent of the owners corporation do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

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Approved Form 7	Strata Plan By-laws	Sheet 13 of 24 Sheet(s)
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20. Preservation of fire safety

- (a) 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 the safety devices in the parcel or to reduce the level of safety in the lots or common property.
- (b) The owners corporation and an owner of a lot must, in relation to the common property and a lot respectively:-
- (a) ensure the provision of all requisite equipment to prevent fire or the spread of fire in or from the building or the lot to the satisfaction of any relevant Authority.; and
 - (b) ensure compliance with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation and/or any relevant government or statutory authority.


21. 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.

22. Provision of amenities or services

- (a) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services or to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (i) security services
 - (ii) promotional services
 - (i) advertising
 - (ii) commercial cleaning
 - (iii) domestic services
 - (iv) garbage disposal and recycling services
 - (v) electricity, water or gas supply
 - (vi) telecommunication services (for example, cable television)

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- (b) If the owner's corporation makes a resolution referred to in subclause (a) 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.

23. Controls on hours of operation and use of facilities

- (a) The owners corporation (or the executive committee) may, by special resolution, place restrictions on any of the following issues, 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:
- (i) that facilities situated on the common property may be used only during certain times or on certain conditions or to be closed off or have restricted security key access.
 - (ii) access of owners and occupiers of lots of one level of the building to any other level of the building be restricted by means of security key.
- (b) An owner or occupier of a lot must comply with a determination referred to in subclause (a).


24. Compliance with planning or other requirements

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

25. 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 email address for service of notices and the document is sent to that email address.

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26. Caretaker/ manager

- (a) The owners corporation may appoint and enter into agreements with a caretaker or manager to carry out any functions the appointed strata manager is unable to carry out, or attend to any task the owners corporation may see fit to discharge its duties
- (b) The caretaker or manager must have any licences required by law and be qualified or experienced to carry the required tasks.
- (c) The term of the initial agreement between the owners corporation and the caretaker or manager must not exceed 1 year. The term of any subsequent agreement may be for the period as reasonably determined by the owners corporation.
- (d) The remuneration of the caretaker or manager for the initial term and any extension thereof may be an amount as reasonably determined by the owners corporation.

27. Signage


- (a) An owner or occupier must not affix or exhibit any sign to, on or in any part of the building, common property (including any window) if the sign can be seen from outside the Lot, without the prior written approval of the owners corporation acting in its absolute discretion and subject to the other provisions in this clause.
- (b) Notwithstanding clause (a) and (b) above, a licenced real estate agent may place temporary signs as required in the ordinary course of an advertising campaign for the sale or lease of real estate provided that the security manager has been notified and the signs:-
 - (a) are professional in appearance
 - (b) do not create an obstruction; and
 - (c) are not positioned hazardously so as to jeopardise the safety of any persons

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28. Owner liable for costs

- (a) The owner of a lot will be responsible for all costs associated with the repair and rectification of common property damaged by an owner, occupier or visitor or invitee of the particular lot.
- (b) If these costs are paid by the owners corporation the costs are recoverable from the lot owner as a debt due and owing to the owners corporation pursuant to section 63 of the Act.
- (c) The owner of a lot is responsible for all internal maintenance of the lot and any neglect by the owner that causes damage to common property or another lot that requires repair is the responsibility of the owner. If these costs are paid by the owners corporation, the costs are recoverable from the lot owner as a debt due and owing to the owners corporation.
- (d) An owner or occupier shall indemnify and keep indemnified the owners corporation from and against all actions, claims, demands, losses, damages cost and expenses which the owners corporation may sustain or incur in respect of :
 - (a) *Misuse*: the negligent use of misuse waste or abuse by an owner or occupier or any person claiming through or under the owner or occupier of any water gas or electricity or other services to the lot or building;
 - (b) *Escape of harmful agent*: the overflow leakage or escape of water fire gas electricity or any other agent whatsoever in or from a lot, or
 - (c) *Use of lot*: loss damage or injury from any cause whatsoever to property or damage caused or contributed by the use of a lot by the owner or occupier or any person claiming through or under the owner or occupier.

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29. Security keys and access to Building

(a) Security Keys

- i. The owners corporation may generally and for the purpose of enforcing any by-law contained herein, restrict access of owners, occupiers and visitors and/or invitees to the building and the common property and make available a limited number of security keys as set out in this By-law 30, or as otherwise determined by the owners corporation from time to time.
- ii. In providing any security key, the owner or occupier may be required, if determined by the owners corporation, to pay the refundable deposit as determined from time to time.

(b) Caution to be exercised

An owner must exercise a high degree of caution and responsibility in making a security key available for use by an occupier, lessee, sublessee, assignee or licensee and must take all reasonable steps (including the inclusion of a clause in any lease or licence over a lot) to ensure the return of the security key(s) to the owner or to the owners corporation.


(c) Prohibition on duplication

An owner or occupier in possession of a security key must not duplicate or permit the security key to be duplicated and must take all reasonable steps to ensure that the security key is not lost, misplaced lent or handed to any person other than another owner or occupier.

(d) Loss or destruction of security keys

- (a) An owner, occupier or agent of a lot must promptly notify the owners corporation if a security key is lost or destroyed.
- (b) Any lost or stolen security key must be replaced at the cost of the relevant owner or occupier.

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(e) Encoding

Security keys are encoded to enable an owner or occupier to access an owner or occupiers relevant floor, permitted common property and garage usage as applicable.

(f) Occupiers

(a) owners must themselves or through their agent, provide written notification to the security manager, giving details of each occupier and the period of lease and car parking arrangements so that security keys can be allocated

(b) keys are not to be transferred or lent to other parties. Any change in tenants or vehicles in the building must be advised to the security manager. On notification of change in tenancy, all previous cards will be deactivated.

(g) Fees and charges


(a) a refundable deposit and charges apply for the issue and replacement of security keys

(b) the owners corporation empowers the executive committee to impose and review fees, charges, and deposits from time to time. Any determined amounts will be displayed in the notice board(s) on the premises.

30. Use

An owner or occupier must not use a lot for any other purpose other than those permitted by law. The owner and occupier must obtain and maintain all approvals to use the lot for its intended purpose.


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31. Use of lifts

- (a) An owner, occupier or invitee of a lot must:
- i. Obtain the written consent of the owners corporation to reserve the use of the lifts or any part of the common property for the delivery and/or removal and/or transport any furniture, large object or articles or bulk or quantity to or from the lot through or on the common property within the building; and
 - ii. Comply with any reasonable requirements and/or directions of the owners corporation regarding the use of lifts, including but not limited to a requirement to fit an apron cover to the lift whilst delivering and/or removing and/or transporting any furniture, large object or articles or bulk or quantity to or from the lot through or on the common property within the building.
- (b) Any damage caused to the lifts while the lift is being used by an owner, occupier or invitee of a lot must be made good at the owners' cost.
- (c) Subject to the provisions of clause (a) and (b) an owner, occupier or invitee of a lot may use the lifts for the purposes outlined in clauses (a) and (b) if:
- i. the delivery and/or removal and/or transport any furniture, large object or articles or bulk or quantity to or from the lot through or on the common property within the building does not exceed 15 minutes; and
 - ii. an owner, occupier or invitee of another lot has not previously obtained the written consent of the owners corporation to use the lifts during the same requested period.
- (d) In addition to its powers under the Act, the owners corporation has the power to appoint another person such as the strata manager appointed from time to time by the owners corporation to perform its functions under this by-law.

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32. Window safety devices

- (a) Installation of window safety devices on windows located within a lot is regulated by Section 118 of the Strata Schemes Management Act (NSW) 2015 or associated legislation and/or regulation as amended.
- (b) An owner or occupier of a lot must not vary, change, remove and/or install any window safety device without the prior written approval of the owners corporation.
- (c) An owner or occupier who is permitted to vary, change, remove and/or install any window safety device to a window within the lot must:
 - i. Repair any damage caused to any part of the common property by the varying, changing, removal and/or installation of any window safety device; and
 - ii. Ensure that the window safety device is varied, changed, removed and/or installed in a proper and workmanlike manner and has an appearance in keeping with the appearance of the building; and
 - iii. Ensure that such varying, changing, removal and/or installation of any window safety device does not result in the owners corporation breaching any law or the requirements of any authority.

33. Smoke Penetration

- (a) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - i. in an area designated as a smoking area by the owners corporation; or
 - ii. with the written approval of the owners corporation.
- (b) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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- (c) 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.

34. Use of Carspaces by Lot 32 and Lot 40


Use of Carspace

- (a) The Owner for the time being of the Lot shall be entitled to enclose the Carspace with any wall, cage, wire, perforated garage door or any temporary and/or permanent structure and without the prior written approval of the Owners Corporation, subject to the following conditions:
- (i) The Owner being responsible for the proper maintenance and keeping in a state of good and serviceable repair the Carspace the subject to this by-law.
 - (ii) Any damage occasioned to the Common Property, another lot or personal property by the failure of the Owner to maintain the Carspace in a good and serviceable condition shall be made good by the Owner.
 - (iii) The Owner shall indemnify and keep indemnified the Owners Corporation against all actions, proceedings and claims which may be incurred by or brought or made against the Owners Corporation arising directly or indirectly out of the use of the Carspace by the Owner.
 - (iv) This by-law shall only be rescinded and discharged with the written consent of the Owner of the Lot.

Obligations of the Owner

- (b) The Owner must and at its sole cost and expense:-
- i. Construct, maintain, repair and complete the Carspace Works;
 - ii. Use Licenced Contractors to construct, maintain, repair, replace and/or complete the Carspace Works;

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- iii. Repair any damage to and replace and/or reinstate any part of the Common Property caused by exercising rights and obligations under this By-Law; and
- iv. Indemnify the Owners Corporation against all claims and liability and/or costs or losses arising out of the installation, construction, use, repair, replacement or removal of the Carspace Works or otherwise caused by exercising rights and obligations under this By-Law.

Guidelines to Installation and construction


- (c) The completion of the Carspace Works is governed by this By-Law.
- (d) Any Carspace Works:-
 - i. must be installed by a Licensed Contractor; and
 - ii. must have appropriate Insurance in place with a copy of the Insurance being retained by the Owner for inspection upon demand by the Owners Corporation, if requested.
- (e) In this By-Law, unless the context otherwise requires or permits:-

Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot and/or common property.

Carspace means the Lot's allocated car parking space or spaces as created by the Strata Plan.

Carspace Works means the enclosing of the Carspace with any wall, cage, wire, perforated garage door or any temporary and/or permanent structure.

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Insurance means:

- i. contractors all risk insurance in the sum of \$5,000,000.00 and if permissible by the insurer noting the Owners Corporation as an interested party;
- ii. workers compensation insurance;
- iii. public liability insurance for a minimum amount of \$10,000,000.00.


Licensed Contractor means a contractor holding the appropriate contractor licence to carry out the installation and construction of the Carspace Works.

Lots means lot 32 and lot 40 in the Strata Plan.

Owner mean the Owner of the Lot.


Owners Corporation means the Owners Corporation to be created following registration of the Strata Plan

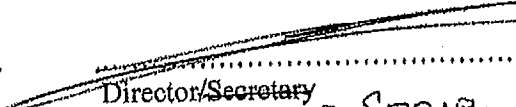
Strata Plan means the strata plan that will be created upon the registration of the currently unregistered plan which is part of Lot 100 in Deposited Plan 1233759.

Approved Form 7	Strata Plan By-laws	24 24 Sheet 22 of 22 Sheet(s)
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Executions:


SIGNED for and on behalf of)
 Central Coast Land Pty Limited)
 ACN 137 974 282 in accordance with)
 Section 127 of the Corporations Act 2001)


 Director
 Name: PIERRE SAAB



 Director/Secretary
 Name: SAYED SPEIR

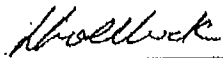
Signed by the Mortgagee: CHARUB PTY LTD ACN 105 887 585
 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001:


 In the presence of ANTHONY STAUNTON, DIRECTOR

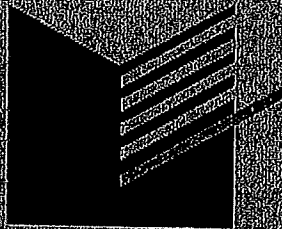

 Witness KATHERINE STAUNTON, DIRECTOR

Signed by the Mortgagee: VIE DE LEAV INVESTMENTS PTY LTD ACN 601 09603
 PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001 (Cth):


 In the presence of BENJAMEN JENNINGS, DIRECTOR


 Witness LANCE LOLLBACK, DIRECTOR

DEALINGS



Macquarie Lawyers
SUITE 24, LEVEL 2, 103 GEORGE ST
PARRAMATTA NSW 2150
Tel: (02) 9891 2552
Fax: (02) 9891 5223

O.A.M.S.
1.14.6.76
22.8.46

539028

Crown Instrument not liable to Stamp Duty or Payment of Registration or Other Fees

CONVEYANCING ACT, 1919-1939.
 REAL PROPERTY ACT, 1900.

F.P. MOKESSAR
 Crown Solicitor

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900.

I, ALFRED GEORGE MOKESSAR Crown Solicitor's office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the twenty eighth day of June one thousand nine hundred and forty six, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED GEORGE MOKESSAR HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the twenty first day of July, one thousand nine hundred and forty one under the hand of THE MINISTER OF PUBLIC INSTRUCTION to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
55 to 61 62 to 76 77 to 83	inclusive inclusive inclusive	D.P. 13372	Part <i>p/c</i>	4426	33

DATED this twenty first day of August, in the year of Our Lord one thousand nine hundred and forty-six

SIGNED by the said ALFRED GEORGE MOKESSAR

in the presence of *[Signature]*

[Signature]

THE REGISTRAR GENERAL,
 SYDNEY.

B

Govt. Gazette 28th June 1946 Folio 1434

[Published in Government Gazette No. 70 of 28th
June, 1946.]

**NOTIFICATION OF RESUMPTION OF LAND UNDER
THE PUBLIC WORKS ACT, 1912.**

It is hereby notified and declared by His Excellency the
Lieutenant-Governor, acting with the advice of the Executive
Council, that so much of the land hereunder described as is
Crown Land has been appropriated, and so much thereof as
is private property has been resumed, under the Public Works
Act, 1912, for the following purpose, *namely*, a Public School
at THE ENTRANCE, and is vested in the Minister of Public
Instruction on behalf of His Majesty the King for the purposes
of the Public Instruction Act of 1920.

Dated the twelfth day of June, one thousand nine hundred
and forty-six.

F. JORDAN, Lieutenant-Governor.

By His Excellency's Command,

GEO. WEIR, for Minister of Public Instruction.

DESCRIPTION OF LAND REFERRED TO.

All that piece or parcel of land situate at The Entrance,
Shire of Erina, parish of Tuggerah, county of Northumberland,
and State of New South Wales, being lots 55 to 61 and 77
to 85 in deposited plan 18,372, and also being part of the
land comprised in Certificate of Title, volume 4,226, folio 32,—
having an area of 2 acres and 1 perch or thereabouts, and
said to be in the possession of Albert Charles Leslie Taylor,
Austin Richard Taylor, Louis Edward Taylor, Vincent George
Taylor and Irvine Kendall Taylor.

Also, all that piece or parcel of land situate as above being
lots 62 to 70 in deposited plan 18,372, and also being part
of the land comprised in Certificate of Title, volume 4,226,
folio 32,—having an area of 2 acres and 13 perches or there-
abouts, and said to be in the possession of Albert Charles
Leslie Taylor, Austin Richard Taylor, Louis Edward Taylor,
Vincent George Taylor and Irvine Kendall Taylor. (2548)

Sydney: Thomas Henry Rowland, Government Printer. 1946

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness.....

[Signature]

[Signature]

No. 5539028

LODGED by
State Crown Solicitor,
237 Macquarie Street,
Sydney.

NOTICE OF RESUMPTION.

of
lots 55 to 83 inclusive in D.P. 18372
(Battley and Oakland Avenues & Norberta St.)
Shire of Frankston
(excluding mines and deposits)

The Minister of Public
Instruction

MS
21

B

Particulars entered in Register Book,
Vol. 24425, Fol. 33

the 16th
day of January 1947
at 12 minutes noon
o'clock in the

J. H. Pells
Registrar-General



	DATE.	INITIALS.
SENT TO SURVEY BRANCH		
RECEIVED FROM RECORDS		
DRAFT WRITTEN		<u>S. J. 47</u>
DRAFT EXAMINED		<u>P. J. 47</u>
DIAGRAM COMPLETE		<u>P. J. 47</u>
DIAGRAM EXAMINED		<u>S. J. 47</u>
DRAFT FORWARDED		<u>P. J. 47</u>
SIPT. OF ENROLLERS		<u>P. J. 47</u>
CANCELLATIONS CLERK		<u>P. J. 47</u>



Vol. 5669 fol. 10

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

TRANSFER GRANTING EASEME



AB643161K

New South Wales
Real Property Act 1900

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

(A) TORRENS TITLE

Servient Tenement <i>Lot 61 DP18372 and Lot 523 DP823676</i> <i>PART AC P662-189 BEINS</i> <i>LOT 61 DP18372</i>	Dominant Tenement <i>LOTS 60, 77 and 78 in DP18372</i> <i>PART AC 5669-10 BEINS</i> <i>LOT 60 IN DP18372</i>
---	---

(B) LODGED BY

Delivery Box 38W	Name, Address or DX and Telephone LLPN: 123007W Reference: <i>WPC</i>	V. J. RALPH & CO. LEVEL 3, 99 ELIZABETH ST. SYDNEY 2000 DX 347 SYDNEY FAX 9233 8645 PH 9233 8088	CODE TG
----------------------------	---	--	-------------------

(C) TRANSFEROR

MINISTER FOR EDUCATION AND TRAINING

RELODGED
DESCRIPTION OF EASEMENT
TIME: 4:10

The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants

(E) DESCRIPTION OF EASEMENT

Easement to drain water 3 wide and easement to drain sewage 2.5 wide over the servient tenement shown on Deposited Plan *1086176* and therein designated "X" and "Y" respectively. (See Annexure "A").

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

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

WYONG SHIRE COUNCIL

DATE

(H)

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

Signature of witness:

Name of witness: *CARLA JAYDEN SAMARA*
Address of witness: *60-70 ELIZABETH STREET, SYDNEY NSW 2000*

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below:

Signature of authorised officer:

Signed by me K. Maxwell as delegate of the Minister for Education and Training pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.

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

Signature of witness:

Name of witness: *JULIE TATTERSALL*
Address of witness: *16 HEAY ST WYONG. 2259*

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Signed by me ALLAN WILLIAM SELWAY Property Portfolio Manager, as delegate of Wyong Shire Council and I hereby certify that I have no notice of revocation of such delegation.

**ANNEXURE "A" REFERRED TO IN TRANSFER GRANTING EASEMENT
BETWEEN MINISTER FOR EDUCATION AND TRAINING AS TRANSFEROR
AND WYONG SHIRE COUNCIL AS TRANSFEREE**

This is Annexure A to the Transfer Granting Easement between the **MINISTER FOR EDUCATION AND TRAINING** (as Transferor) and **WYONG SHIRE COUNCIL** (as Transferee) in the terms of Part 3 and Part 4 of Schedule 8 to the *Conveyancing Act 1919*, modified by adding the following provisions thereto at the end of the paragraph and subject to the description in the plan:

Dated:

2005

1. **An Easement to drain water 3 wide and easement to drain sewage 2.5 wide over the servient tenement shown on Deposited Plan and therein designated "X" and "Y" respectively.**

PROVIDED ALWAYS and it is hereby agreed and declared that the owner of the Dominant Tenement for itself and its successors and assigns does hereby covenant with the owner of the Servient Tenement that the owner of the Dominant Tenement –

- (i) will not knowingly permit or suffer any persons other than its officers, servants, agents, contractors and workmen aforesaid or any other person authorised by them or any of them to enter in or upon the said land;
- (ii) will at all times at its own expense keep the said line of pipes mains and other apparatus in good and efficient state of repair;
- (iii) will execute all its works under these presents at reasonable times (except in the case of emergencies) and with reasonable dispatch and in a proper and workmanlike manner to the reasonable satisfaction of the owner of the Servient Tenement and will as far as may be practicable having regard to the rights hereby granted restore the said land and any adjoining land of the owner of the Servient Tenement which has been interfered with in the execution of any works by the owner of the Dominant Tenement to its former condition as soon as conveniently may be after the execution of any such works and shall at the option of the owner of the Servient Tenement make good or bear the reasonable costs incurred by the owner of the Servient Tenement making good any works or property of the owner of the Servient Tenement that may be interfered with in the execution of any works by the owner of the Dominant Tenement;
- (iv) will not in the execution of any such works cause any unnecessary damage or injury to or unnecessarily impede the free and uninterrupted use by the owner of the Servient Tenement of any works or property of the owner of the Servient Tenement or the use by any other body or any works or property of that body at present constructed, installed or laid or to be constructed, installed or laid in the said land;
- (v) before doing any act or thing in the exercise of any right powers or authorities hereby granted and during the progress thereof will do everything reasonably necessary to obviate risk of injury and/or damage to persons and property being in upon or in the vicinity of the said land or any adjoining land of the owner of the Servient Tenement; and

- (vi) will, in the absence of any negligence on the part of the owner of the Servient Tenement his servants, agents or contractors, indemnify and keep indemnified the owner of the Servient Tenement and his successors against all claims for injury loss or damage suffered by any person or body lawfully using or being upon the said land arising out of the exercise by the owner of the Dominant Tenement of any right hereby conferred and against all liability for costs, charges and expenses incurred by the owner of the Servient Tenement and his successors in respect of the claim of any such person or body.
- (vii) The owner of the Servient Tenement has the unfettered right to relocate the stormwater and sewer pipes and extinguish this easement.
- (viii) If the owner of the Servient Tenement extinguishes this easement pursuant to clause (vii) above and relocates the sewer and stormwater pipes elsewhere on the Servient Tenement, at its own cost, the owner of the Servient Tenement will offer to the owner of the Dominant Tenement an easement on the same terms and conditions of this easement such that the use of the easement by the owner of the Dominant Tenement will not be adversely affected.
- (ix) If, with the approval of the owner of the Dominant Tenement, the owner of the Servient Tenement relocates the stormwater and sewer pipes subject of this easement on the Dominant Tenement this easement will extinguish and the owner of the Dominant Tenement will do what is necessary to facilitate the extinguishment of this easement.
- (x) If the owner of the Servient Tenement exercises its right under (vii), (viii) and (ix) the owner of the Servient Tenement will bear the costs of relocating the easement including surveyor, legal, pipes and other materials and labour costs.
- (xi) If the Dominant Tenement is developed at any time by the owner of the Dominant Tenement or any other person or body authorised by it and such development imposes additional burden on the Servient Tenement by requiring alteration or upgrading of the pipes which are the subject of this easement, this easement will cease to exist and can be cancelled by the owner of the Servient Tenement and the owner of the Dominant Tenement must relocate the pipes installed so that they no longer burden or pass through the land of the Servient Tenement and such work will be at the full expense (including legal costs, pipes and other materials, council costs, surveyor and all other disbursements) of the owner of the Dominant Tenement and under no circumstances is the owner of the Dominant Tenement to be entitled to any compensation as a result of having to relocate such pipes.

Certified correct for the purposes of the *Real Property Act 1900*.

SIGNED by me *R Masterton*
as delegate of the Minister for
Education and Training pursuant to
section 125 of the *Education Act 1990*
and I hereby certify I have no notice of
the revocation of such delegation, in
the presence of:

)
)
)
)
)
)
)



Signature of Witness

Signature of Delegate

Dean Wattle

Full Name of Witness

Raymond Philip Masterton

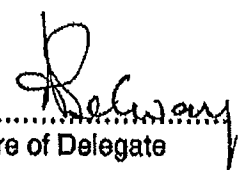
Full Name of Delegate

55 Macleay St Sydney

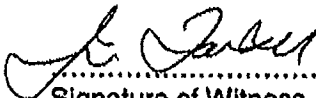
Address of Witness

SIGNED by me **ALLAN WILLIAM SELWAY**, Property Portfolio Manager, as delegate of **WYONG SHIRE COUNCIL** and I hereby certify that I have no notice of revocation of such delegation.

)
)
)
)
)



Signature of Delegate



Signature of Witness

Signed by me **ALLAN WILLIAM SELWAY**, Property Portfolio Manager, as delegate of **Wyong Shire Council** and I hereby certify that I have no notice of revocation of such delegation.

JULIE PATTERSON

Full Name of Witness

*16 HEZY ST
WYONG 2259*

Form: 13RVP
Release: 2.0
www.lands.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND VESTED
PRESCRIBED AUTHORITY**



AE477944Y

New South Wales
Section 88D(3) Conveyancing Act 1919

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

Auto Consol 8662-189 and Folio Identifier 523/821676

(B) LODGED BY

Document
Collection
Box
813E

Name, Address or DX and Telephone

I V Knight, Crown Solicitor
DX 19 SYDNEY LLPN: 123589U Tel: (02) 9224 5079

Reference: 200803718 T10 CEA

CODE

R

(C) PRESCRIBED
AUTHORITY

Minister for Education and Training

(D) The prescribed authority, being the registered proprietor of the above land, applies to have a recording made in the Register of a restriction on the use of land affecting the above land the terms of which are set out in a true copy of the relevant order dated 27/1/2009 annexed hereto and marked "A" and certifies that no person or corporation has acquired an interest in the above land.

DATE 27 January, 2009

(E) I certify that an authorised officer of the prescribed authority, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by an authorised officer of the prescribed authority.

Signature of witness:

Signature of
authorised officer:

Name of witness:

YIANNIS PAVLIDES

Name:

Signed by me ROSER MILLETT as delegate of the Minister for Education and Training pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of the revocation of such delegation.

Address of witness:

BLIGH HOUSE, 4-6 BLIGH ST
SYDNEY, NSW 2000.

Position:

Annexure A to RESTRICTION ON THE USE OF LAND VESTED IN A PRESCRIBED AUTHORITY

Parties: Minister for Education and Training

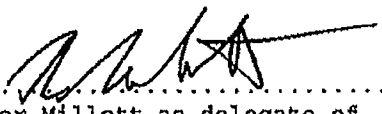
Dated

ORDER

ORDER made the ^{27 January, 2009} by the HONOURABLE VERITY HELEN FIRTH Minister for Education and Training for the State of New South Wales IN PURSUANCE of Section 88D(2) of the Conveyancing Act 1919.

I, the Minister for Education and Training do, by this my Order, make an Order that the land described in Schedule One hereto be subject to a Restriction, particulars of which are specified in Schedule Two hereto. The prescribed authority in which the land is vested is the Minister for Education and Training.

Signed by me Roger Millott as delegate of the Minister for Education and Training, Verity Helen Firth, pursuant to Section 125 of the Education Act 1990 and I hereby certify that I have no notice of revocation of such delegation.


.....
Roger Millott as delegate of
Verity Helen Firth
Minister for Education and Training

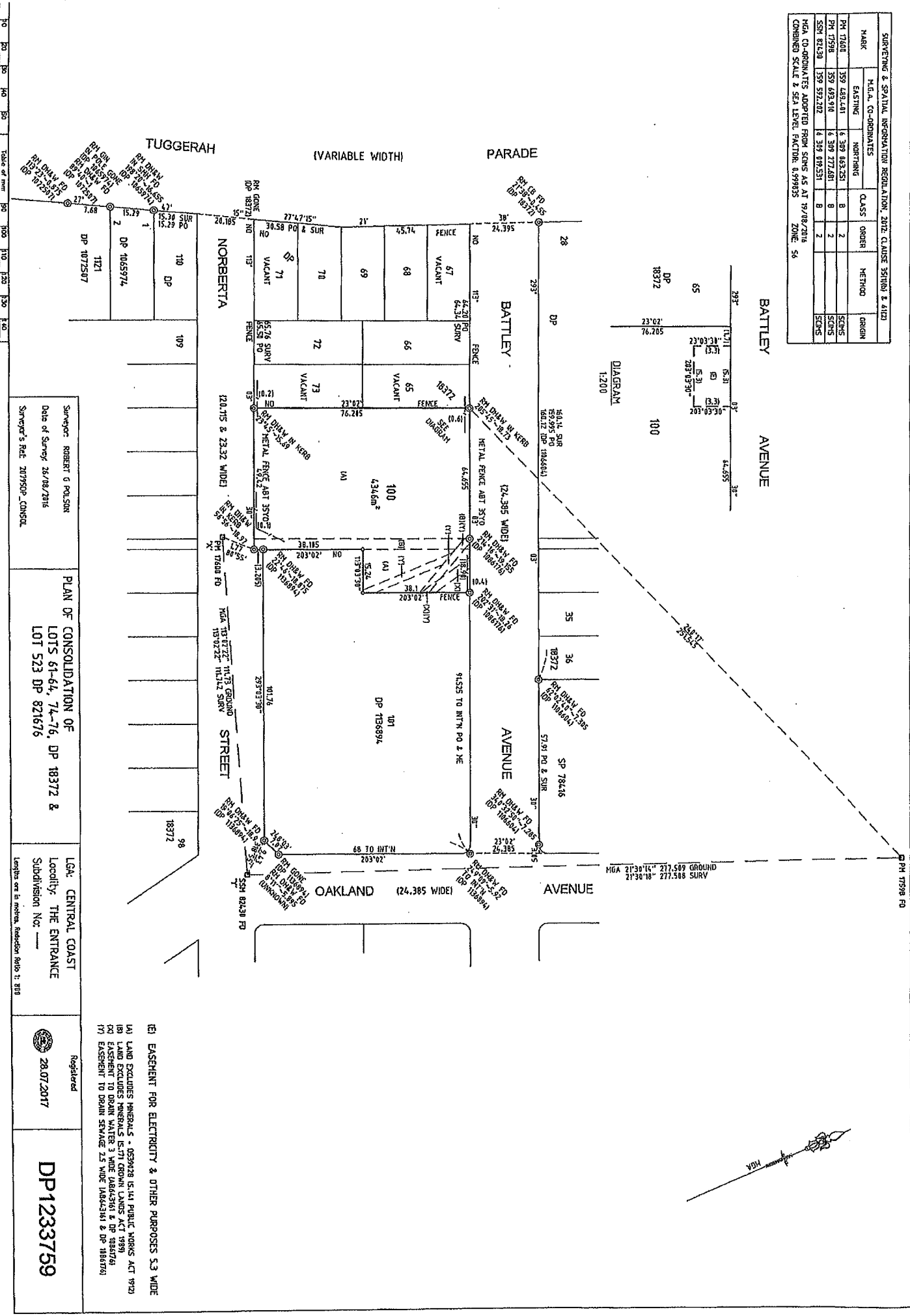
SCHEDULE ONE

ALL THOSE pieces or parcels of land located at The Entrance in the Local Government Area of Wyong Parish of Tuggerah and Country of Northumberland being Lots 61-76 (inclusive) in Deposited Plan 18372 and Lot 523 in Deposited Plan 821676 and being the whole of the land comprised in Certificates of Title Auto Consol 8662-189 and Folio Identifier 523/821676.

SCHEDULE TWO

A Restriction on the use of the land that the land and improvements located thereon described in Schedule One hereto will not be used for the purposes of a school which is not a "government school" as that expression is defined by Section 3 of the Education Act 1990.

SURVEYING & SPATIAL INFORMATION REGULATION, 2012, CLASS 5 (S1) & A1(D)					
MARK	H.G.A. CO-ORDINATES	CLASS	ORDER	METHOD	ORIGIN
PH 13011	359 483.441	4	309	683.251	B
PH 07918	359 693.910	4	309	777.681	B
SSM 82130	359 592.202	4	319	019.531	B
HGA CO-ORDINATES ADAPTED FROM SCMS AS AT 19/08/2016					
COMBINED SCALE & SEA LEVEL FACTOR: 0.999835 ZONE: 56					



(E) EASEMENT FOR ELECTRICITY & OTHER PURPOSES 5.3 MIDE
 (L) LAND EXCLUDES MINERALS - GEOPROB IS LIA PUBLIC WORKS ACT 1972
 (M) LAND EXCLUDES MINERALS IS LIA COMMON LANDS ACT 1989
 (N) EASEMENT TO DRAIN WATER 3 MIDE (A864516) & DP 1084761
 (Y) EASEMENT TO DRAIN SEWAGE 2.5 MIDE (A864516) & DP 1084761

Surveyor: ROBERT O POLSON
 Date of Survey: 24/08/2016
 Surveyor's Ref: 207950P CONSOL

PLAN OF CONSOLIDATION OF
 LOTS 61-64, 74-76, DP 18372 &
 LOT 523 DP 821676

LGA: CENTRAL COAST
 Locality: THE ENTRANCE
 Subdivision No: ---

Registered
 28.07.2017

DP1233759


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)


<p>Registered:  28.07.2017</p> <p>Title System: TORRENS</p> <p>Purpose: CONSOLIDATION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1233759</p> <p>Office Use Only</p>
<p>PLAN OF CONSOLIDATION OF LOTS 61-64, 74-76, DP 18372 & LOT 523 DP 821676</p>	<p>LGA: CENTRAL COAST</p> <p>Locality: THE ENTRANCE</p> <p>Parish: TUGGERAH</p> <p>County: NORTHUMBERLAND</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, ROBERT POLSON TREHY INGOLD NEATE of P O BOX 3205 TUGGERAH NSW 2259 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 26/08/2016</p> <p>* (b) The part of the land shown in the plan (being/excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>ROSS PETERSEN</u> *Authorised Person/General Manager/Accredited Controller, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>R. Petersen</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>CENTRAL COAST COUNCIL</u></p> <p>Date of endorsement: <u>10-4-2017</u></p> <p>Subdivision Certificate number: <u>27-2017</u></p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>Robert Polson</u> Dated: <u>22/3/2017</u></p> <p>Surveyor ID: 1841</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep-Mountainous-</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p>STATEMENTS of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Plans used in the preparation of survey/compilation:-</p> <p>DP 18372 DP 821676 DP 1136894 DP 1086176 DP 1072507 DP 1106604 DP 1065974</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 20795DP_CONSOL</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3⁴ sheet(s)

Office Use Only
 Registered:  28.07.2017

DP1233759

PLAN OF CONSOLIDATION OF
 LOTS 61-64, 74-76, DP 18372 &
 LOT 523 DP 821676

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

Subdivision Certificate number: 27-2017
 Date of Endorsement: 10-4-2017

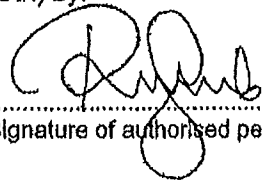
CLAUSE 60(c) OF THE SURVEYING & SPATIAL INFORMATION REGULATION, 2012				
LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
100	2	NORBERTA	STREET	THE ENTRANCE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE

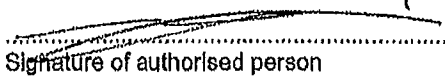
Executed by Central Coast Land Pty Limited as owner of Lots 61-64, 74-76 D.P 18372 and Lot 523 D.P 821676

EXECUTED by CENTRAL COAST LAND)
 PTY LIMITED ACN 137974282 pursuant to)
 Section 127 of the Corporations Act 2001)
 (Oth) by:


 Signature of authorised person

PIERRE SAAB
 Print name of authorised person

DIRECTOR
 Office held


 Signature of authorised person

SAVERIO SPEIK
 Print name of authorised person

DIRECTOR
 Office held

Surveyor's Reference: 20796DP_CONSOL

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3^A sheet(s)

Office Use Only

Registered:  28.07.2017

DP1233759

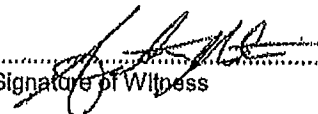
PLAN OF CONSOLIDATION OF
LOTS 61-64, 74-76, DP 18372 &
LOT 523 DP 821676

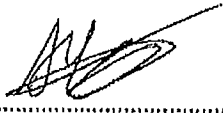
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Subdivision Certificate number: 27-2017

Date of Endorsement: 10-4-2017

SIGNED, SEALED and DELIVERED for
and on behalf of Alpha Distribution
Ministerial Holding Corporation ACN 67
505 337 385 in the presence of:


Signature of Witness


Signature of Agent for Rob Whitfield, NSW
Treasury Secretary (NSW Treasurer's delegate
under delegation dated 24 November 2015), on
behalf of Alpha Distribution Ministerial Holding
Corporation

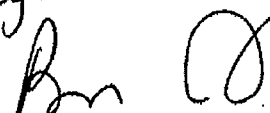
ANNEETTE MARTINS
Print name of Witness
52 Mark Place
126 Phillip Street, Sydney NSW 2000

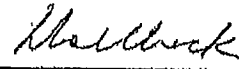
ANGELO KATIKOTOS
Name of Agent in Full

Vie De L'eau Investments Pty Ltd
Executed by ~~Bank of Queensland Limited~~ as mortgagee of Lots 61-64, 74-76 D.P 18372
and Lot 523 D.P 821676

Executed by Vie De L'eau Investments Pty Ltd ACN 601 019 603
pursuant to Section 127 of the Corporations Act 2001

(ctd) by:


Signed by authorised person
Ben Jennings
Director


Signed by authorised person
Lance Lollback
Director

Surveyor's Reference: 20795DP_CONSOL

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  28.07.2017

DP1233759

PLAN OF CONSOLIDATION OF
LOTS 61-64, 74-76 DP 18372 &
LOT 523 DP 821676


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

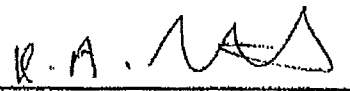
Subdivision Certificate number: 27-2017

Date of Endorsement: 10-4-2017

Executed by Charub Pty Ltd as mortgagee of Lots 61-64, 74-76 DP 18372
and Lot 523 DP 821676

Executed by Charub Pty Ltd ACN 106 887 585 pursuant to section 127
of the Corporations Act 2001 (Cth) by:


Anthony Staunton
Director


Katherine Staunton
Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference:

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

DP1233759

(Sheet 1 of ⁶/₈ Sheets)

Plan:

Consolidation of Lots 61-64, 74-76 DP 18372 and
 Lot 523 DP 821676 covered by
 Subdivision Certificate No 27-2017 Dated 10-4-2017.

Full name and address of the owner of the land:

Central Coast Land Pty Limited
 P-O-Box 52 Suite 23, Level 2
~~Parramatta NSW 2124~~ 103 George St
 Parramatta NSW 2150

Full name and address of the mortgagee of the land:

~~Bank of Queensland~~ Vie De L'eau Investments
~~GPO Box 898~~ Level 12 65 York St Pty Ltd
~~Brisbane QLD 4004~~ Sydney NSW 2000 and
 Charab Pty Limited
 B3P Parramatta, Level 13, 122 Arthur
 St North Sydney NSW

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Positive Covenant	100	Central Coast Council
2.	Restriction on the Use of Land	100	Central Coast Council
3.	Easement for Electricity and Other Purposes 5.3 wide	100	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Part 2 (Terms)

1. Terms of Positive Covenant firstly referred to in the abovementioned plan

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

1. The registered proprietor will:
 - a) Keep the structure and works clean and free from silt, rubbish and debris.
 - b) Maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom

ePlan

(Sheet 2 of ⁶ 8 Sheets)

Plan: **DP1233759** Consolidation of Lots 61-64, 74-76 DP 18372 and
Lot 523 DP 821676 covered by
Subdivision Certificate No 27-2017 Dated 4-10-2017.

the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA/1185/2014/C, including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

ePlan

(Sheet 3 of ⁶ Sheets)

Plan: **DP1233759** Consolidation of Lots 61-64, 74-76 DP 18372 and
Lot 523 DP 821676 Covered by
Subdivision Certificate No 27-2017 Dated 4-10-17.

2. Terms of the Restriction on the Use of Land secondly referred to in the abovementioned plan.

The registered proprietors covenant with the Central Coast Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No: DA/1185/2014/C, including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE POSITIVE COVENANT FIRSTLY REFERRED TO AND THE RESTRICTION ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Central Coast Council

3. Terms of Easement for Electricity and Other Purposes 5.3 wide thirdly referred to in the abovementioned plan.

An easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Alpha Distribution Ministerial Holding Corporation




ePlan

(Sheet 4 of ⁶ Sheets)

Plan: **DP1233759** Consolidation of Lots 61-64, 74-76 DP 18372 and Lot 523 DP 821676 covered by Subdivision Certificate No 27-2017 Dated 4-10-2017.

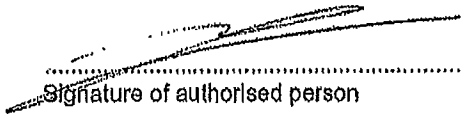
Executed by Central Coast Land Pty Limited as owner of Lots 61-64, 74-76 D.P 18372 and Lot 523 D.P 821676

EXECUTED by CENTRAL COAST LAND PTY LIMITED ACN 137974282 pursuant to Section 127 of the Corporations Act 2001 (Cth) by:)


Signature of authorised person

PIERRE SAAB
Print name of authorised person

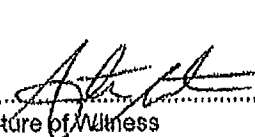
DIRECTOR
Office held


Signature of authorised person

SAYED SPEIK
Print name of authorised person


DIRECTOR
Office held

SIGNED, SEALED and DELIVERED for and on behalf of **Alpha Distribution Ministerial Holding Corporation** ACN 67 505 337 385 in the presence of:)


Signature of Witness

ANNETTE MARTINS
Print name of Witness

126 Phillip Street, Sydney NSW 2000
52 Marky Place


Signature of Agent for Rob Whitfield, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

ANGELO KRİETOS
Name of Agent in Full

ePlan

(Sheet 5 of ⁶ Sheets)

Plan: **DP1233759** Consolidation of Lots 61-64, 74-76 DP 18372 and Lot 523 DP 821676 covered by Subdivision Certificate No 27-2017 Dated 4-10-2017.

Executed by Vie De L'eau Investments Pty Ltd and Charub Pty Limited
~~Bank of Queensland Limited~~ as mortgagee of Lots 61-64, 74-76 D.P 18372 and Lot 523 D.P 821676

Executed by Vie De L'eau Investments Pty Ltd
ACN 601 019 957 pursuant to Section 127
of the Corporations Act 2001 (cth) by:

Ben J
Signature of authorised person
Ben Jennings

Lance
Signature of authorised person
Lance Lollback

Director

Director

Executed by Charub Pty Ltd
ACN 106 887 585 pursuant to s127
of Corporations Act 2001 (cth) by:

~~I certify that an authorised officer of Central Coast Council who is personally known to me signed this document in my presence~~

~~Signature of Witness~~

~~Name of Witness~~

~~Address of Witness~~

~~Signature of Authorised Officer.....~~

~~Name of Authorised Officer.....~~

~~Position of Authorised Officer.....~~

Anthony Staunton
Anthony Staunton
Director

Katherine Staunton
Katherine Staunton
Secretary

ePlan

6 6
(Sheet 6 of 8 Sheets)

Plan: **DP1233759** Consolidation of Lots 61-64, 74-76 D.P 18372 and
Lot 523 D.P 821676 Covered by
Subdivision Certificate No 27-2017 Dated 4-10-2017.

~~Executed by Bank of Queensland Limited as mortgagee of Lots 61-64, 74-76 D.P 18372
and Lot 523 D.P 821676~~

I certify that an authorised officer of Central Coast Council who is personally known to me signed this document in my presence

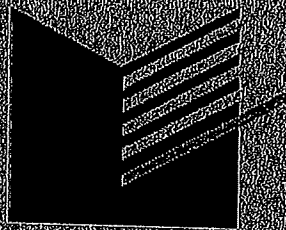
Signature of Witness *P Anderson*
Name of Witness *PETER ANDERSON*
Address of Witness *2 HELY STREET*
WYONG, N.S.W. 2259

Signature of Authorised Officer..... *RPeterson*
Name of Authorised Officer..... *ROSS PETERSON*
Position of Authorised Officer..... *DEVELOPMENT DESIGN*

REGISTERED  28.07.2017



SECTION 149 CERTIFICATE



Macquarie Lawyers
SUITE 24, LEVEL 2, 103 GEORGE ST
PARRAMATTA NSW 2150
Tel: (02) 9891-5252
Fax: (02) 9891-5228



ABN 73 149 644 003
Certificate No: 18156
Reference No: 18103:125556

InfoTrack Pty Ltd
DX 578
SYDNEY

SECTION 10.7(2) PLANNING CERTIFICATE

This Planning Certificate is issued on 5 June 2018 in respect to the land described below, pursuant to s.10.7 of the Environmental Planning and Assessment Act 1979

Fee paid: \$53.00
Receipt No:
Receipt Date: 4 June 2018

DESCRIPTION OF LAND COUNTY OF NORTHUMBERLAND

Property Address: 27/2 Norberta Street, THE ENTRANCE NSW 2261
Property Description: Lot 27 SP 96551
Property Owner: Central Coast Land Pty Ltd

1 RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Environmental Planning Instruments which apply to the land

Wyong Local Environmental Plan 2013

State Environmental Planning Policy (Coastal Management) 2018 (whole of lot)
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy No 21 – Caravan Parks
State Environmental Planning Policy No 30 – Intensive Agriculture
State Environmental Planning Policy No 36 – Manufactured Home Estates
State Environmental Planning Policy No 44 – Koala Habitat Protection
State Environmental Planning Policy No 50 – Canal Estate Development
State Environmental Planning Policy No 55 – Remediation of Land
State Environmental Planning Policy No 62 – Sustainable Aquaculture
State Environmental Planning Policy No 64 – Advertising and Signage
State Environmental Planning Policy No 65 – Design Quality of Residential Flat Development

Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | P 02 4350 5555 | DX 7306 Wyong
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | P 02 4325 8222
E ask@centralcoast.nsw.gov.au | W www.centralcoast.nsw.gov.au | ABN 73 149 644 003

State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

1.2 Proposed Environmental Planning Instruments which will apply to the land and is or has been the subject the subject of community consultation or public exhibition

The land is not subject to any Draft Local Environmental Plans.

Draft Amendment to State Environmental Planning Policy (Infrastructure) 2007
Draft Amendment to State Environmental Planning Policy No 44 – Koala Habitat Protection

1.3 Development Control Plans

Development Control Plan 2013 applies to this land.

2 ZONING AND LAND USE

a Identity of the Zone

Lot 27 SP 96551

R3 Medium Density Residential

For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (b), (c) and (d) listed below:

- b development that may be carried out within the zone without the need for development consent,
- c development which may not be carried out within the zone except with development consent and
- d development which is prohibited within the zone

e Development Standards applying to the land

Nil

f Critical Habitat

Nil

g Conservation Area

Nil

h Environmental Heritage

Nil

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

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

1. PART 3 – HOUSING CODE

- a Complying Development under the General Housing Code **may** be carried out on the land.

2. PART 3A – RURAL HOUSING CODE

- a Complying development under the Rural Housing Code **may** be carried out on the land providing the land is not less than the minimum lot size for the erection of a dwelling house under the Wyong Local Environmental Plan 2013.

3. PART 4 – HOUSING ALTERATIONS CODE

- a Complying development under the Housing Alterations Code **may** be carried out on the land.

4. PART 4A – GENERAL DEVELOPMENT CODE

- a Complying development under the General Development Code **may** be carried out on the land.

5. PART 5 – COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

- a Complying development under the Commercial and Industrial Alterations Code

may be carried out on the land.

6. PART 5A – COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE
 - a Complying development under the Commercial and Industrial (New Buildings and Additions) Code **may** be carried out on the land.

7. PART 6 – SUBDIVISIONS CODE
 - a Complying development under the Subdivisions Code **may** be carried out on the land.

8. PART 7 – DEMOLITION CODE
 - a Complying development under the Demolition code **may** be carried out on the land.

9. PART 8 – FIRE SAFETY CODE
 - a Complying development under the Fire Safety Code **may** be carried out on the land.

4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

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

5 MINE SUBSIDENCE

The land is not within a proclaimed Mine Subsidence District.

6 ROAD WIDENING OR ROAD ALIGNMENT

1. DIVISION 2 OF PART 3 OF THE ROADS ACT 1993

The land is not affected by road realignment or road widening under the above.

2. ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road widening or road re-alignment under the above.

3. COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK

This land is affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land is affected because:

The land is classed as being Acid Sulfate Soil Class 5

7A FLOOD RELATED DEVELOPMENT CONTROLS

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

A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0), published by the NSW Government in April 2005, unless it is otherwise defined in this Plan.

8 LAND RESERVED FOR ACQUISITION

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of land by a public authority as referred to in Section 3.15 of the Act:

Nil

9 CONTRIBUTION PLANS

The land is subject to Section 94 Contributions Plan No 3 – The Entrance District.

This land is subject to the Wyong Shire Section 94A Levy Development Contributions Plan.

This land is subject to the Section 94 Contributions Plan for Wyong Shire No. 11 - Shirewide Infrastructure, Services and Facilities.

9A BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*.

10 BIOBANKING AGREEMENTS

Council has not been notified by the Director-General of the Department of Planning and Environment of an agreement issued under Part 7A of the *Threatened Species Conservation Act 1995*.

11 BUSHFIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land according to the Act.

12 PROPERTY VEGETATION PLAN

This land is not subject to a property vegetation plan under the *Native Vegetation Act 2003*.

NOTE: The advice provided in this section is based on notification by the Local Land Services - Greater Sydney of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has not been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006*.

NOTE: This advice is based on information provided by the Land and Environment Court.

14 DIRECTIONS UNDER PART 3A

Not Applicable

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

17 SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

18 PAPER SUBDIVISION INFORMATION

1. THE NAME OF ANY DEVELOPMENT PLAN ADOPTED BY A RELEVANT AUTHORITY THAT APPLIES TO THIS LAND OR THAT IS PROPOSED TO BE SUBJECT TO A CONSENT BALLOT.

Nil

2. THE DATE OF ANY SUBDIVISION ORDER THAT APPLIES TO THIS LAND.

Not applicable

Words and expressions used in this clause have the same meaning as they have in part 16C of this Regulation.

19 SITE VERIFICATION CERTIFICATE

Council is not aware of a Site Verification Certificate having been issued by the Director-General of the Department of Planning and Environment in respect to this land.

Note: A site verification certificate sets out the Director-General'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

This land does not include 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. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*Building Products Safety Act 2017*)

Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

Is there 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?

No

Is there 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.

No

21 a CONTAMINATED LAND MANAGEMENT ACT 1997

Nil Prescribed Matters

For any enquiries regarding this Certificate please contact Council's Customer Contact Centre on 4350 5555.



Tim Ennis
Signed on Behalf of Council

LAND USE TABLE

Zone R3 Medium Density Residential Wyong Local Environmental Plan 2013

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain and enhance the residential amenity of the surrounding area.
- To encourage amalgamation of existing lots to facilitate well designed medium density development and to avoid unnecessary isolation of lots.

2 Permitted without consent

Home occupations

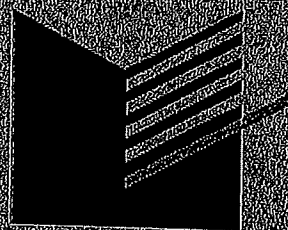
3 Permitted with consent

Attached dwellings; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Home-based child care; Home businesses; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Take away food and drink premises; Tourist and visitor accommodation; Water recycling facilities; Water reticulation systems; Water storage facilities; Wharf or boating facilities

4 Prohibited

Farm stay accommodation; Any other development not specified in item 2 or 3

REQUISITIONS ON TITLE



Macquarie Lawyers
SUITE 24, LEVEL 2, 103 GEORGE ST
PARRAMATTA NSW 2150
Tel: (02) 9891-2552
Fax: (02) 9891-5228

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings 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?

Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

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

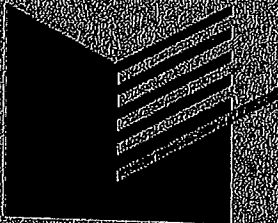
Capacity

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

Requisitions and transfer

25. If 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

DRAINAGE DIAGRAM



Macquarie Lawyers
SUITE 24, LEVEL 2, 103 GEORGE ST.
PARRAMATTA NSW 2150
Tel: (02) 9891 5252
Fax: (02) 9891 5225



ABN 73 149 644 003
6 June 2018

InfoTrack Pty Ltd
DX 578
SYDNEY

Dear Sir/Madam

Property: Lot 0 SP 96551
2 Norberta Street, THE ENTRANCE NSW 2261
Your Reference: 10296:125671

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Councils Water and Sewer Section by telephoning (02) 4350 3116

Yours faithfully

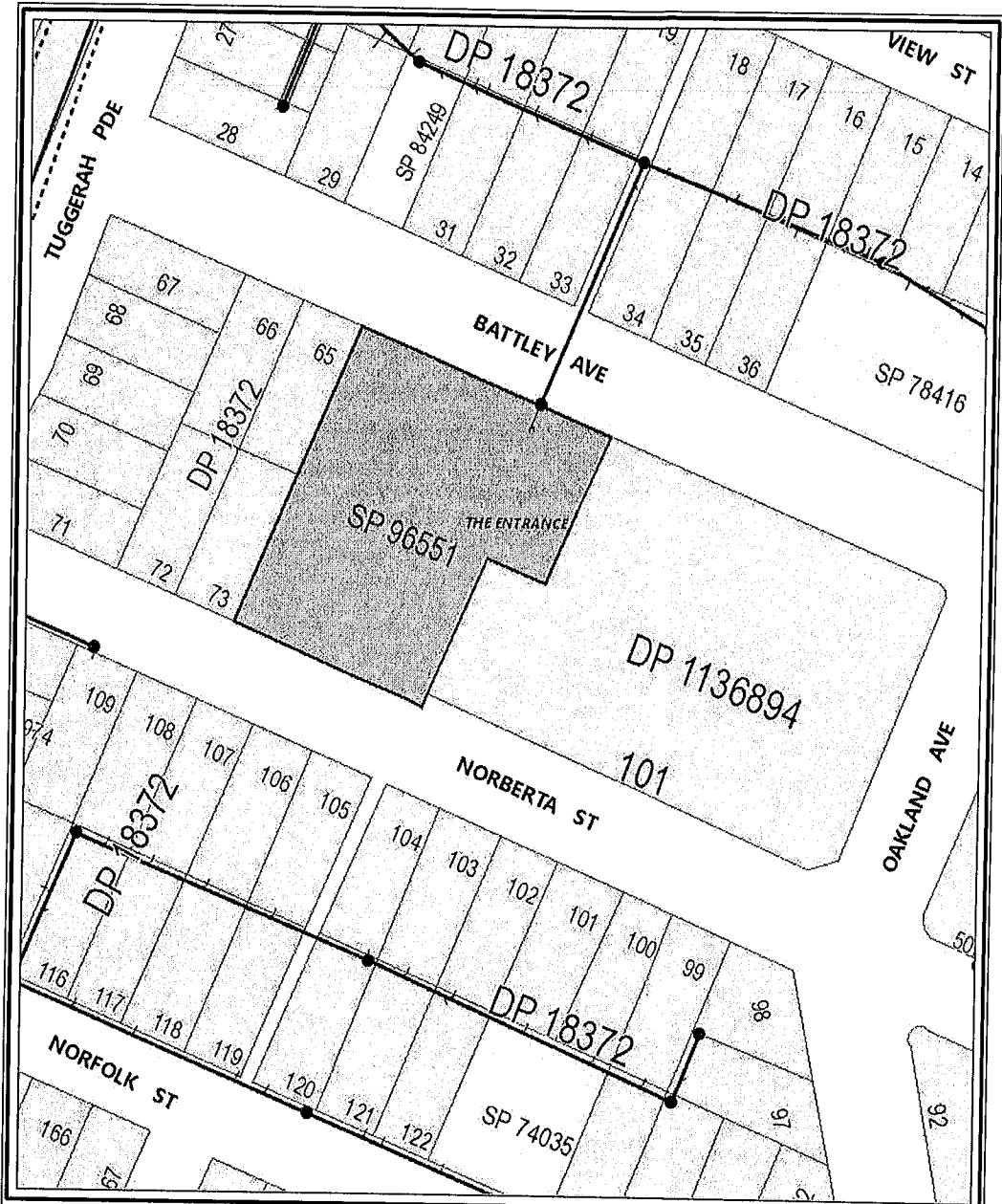
A handwritten signature in black ink, consisting of a series of diagonal and horizontal strokes.

Tim Ennis
Signed on Behalf of Council

Attach



Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 4350 5555 **DX 7306**
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 02 4325 8222
E ask@centralcoast.nsw.gov.au | **W** www.centralcoast.nsw.gov.au | ABN 73 149 644 003



Warning Note for Underground Plant Locations

This plan may not have been updated to take into account changes to boundaries, levels, forces or structural conditions for the installation of the sewer. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. However, it is expected that on the actual location of the service, the exact position and depth of the service shall be ascertained from the relevant utility or other authority. Council can provide an on-site advisory service on request to assist in the location of services. However, it is not the responsibility of Council to provide a service to locate services. Any location of services shall be used as a guide only.

Plan created as part of the Digital Councils Desktops supplied by the Land and Property Information (LPI) division of the Department of Finance and Services. Any parties who use this plan may be required, or named to act on any, to obtain information from the plan should verify such information by contacting the Department of Finance and Services before acting.

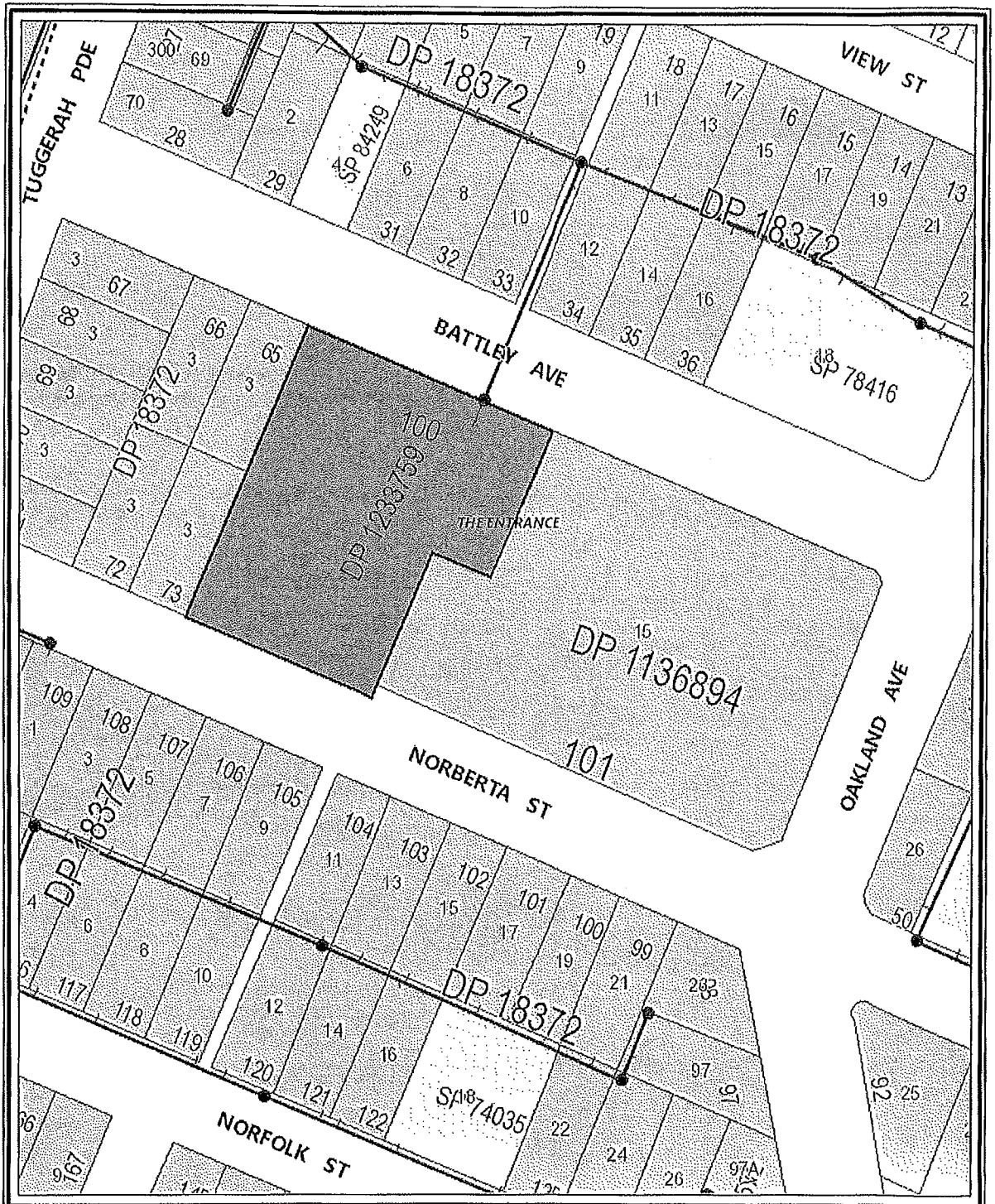
3. Standing order
 Acting Chief Executive Officer

Central Coast Council
Sewer Mains Diagram
 Not to Scale
 Issue Date: 6/06/2018

Legend

- Gravity Main
- Vacuum Line
- Rising Main
- Effluent Main
- Private Main
- Concrete Encased
- Cast Iron Encased
- Ducted Pipe
- Manholes
- Dead End
- Lamp hole/Inspection Opening
- Valve
- Applicant's Land





Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures, or changes to the installation of the services. The plan is not to state and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the applicant and design of the services should be determined by other means. Council can provide an on-site advisory service on request to assist the process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any relocation of manholes should be used as a guide only.

This cadastre is part of the Digital Cadastre Database supplied by the Land and Property Information (LPI) division of the Department of Finance and Services. Any person whose legal rights may be affected, or who is to act on any cadastre information shown on this plan should verify such information by contacting the Department of Finance and Services before acting.

LPI
Geographic Office



**Central Coast Council
Sewer Mains Diagram**
Not to Scale

Issue Date: 16/11/2017

Legend

- Gravity Main
- Vacuum Line
- Rising Main
- Effluent Main
- Private Main
- Concrete Encased
- Cast Iron Encased
- Disused Pipe
- Manholes
- Dead End
- Lamp hole/Inspection Opening
- Valve
- Applicant's Land



Standard form Residential tenancy agreement



Fair Trading

Landlord Name (1):

CENTRAL COAST LAND PTY LTD

Landlord Name (2):

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

LJ HOOKER THE ENTRANCE
213 THE ENTRANCE ROAD, THE ENTRANCE NSW

Postcode: 2261

Telephone number (of landlord or agent): 02 4332 2555

Tenant's Name (1):

GARY RAYMOND WILLETT

Tenant's Name (2):

Tenant's Name (3):

Add all other tenants here:

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

27/2 NORBERTA STREET, THE ENTRANCE NSW
gary.willettdet.nsw.edu.au

Postcode: 2261

Telephone number/s: 0438 908 654

Landlord's agent:

Benren P/L T/As LJ Hooker The Entrance

Address for services of notices:

213 THE ENTRANCE ROAD, THE ENTRANCE NSW

Postcode: 2261

Telephone number/s: 02 4332 2555

FAX: 02 4332 8342

Premises:

(a) location

27/2 NORBERTA STREET, THE ENTRANCE NSW 2261

(b) inclusions

SINGLE CARSPACE

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

Term:

The term of this agreement is 52 weeks/months/years,

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

starting on 23 / 03 / 18

and ending on 22 / 03 / 19

Rent: \$405.00

a week



fortnight



payable in advance starting on

23 / 03 / 18

The method by which the rent must be paid:

(a) to LJ Hooker The Entrance at 213 The Entrance Road, The Entrance
by cash or cheque, or

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

BSB number: _____ account number: _____

account name: _____

payment reference: _____, or

(c) as follows: Cheque, postal order, direct debit/centre pay

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

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

A rental bond of \$ 1,620.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 1 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: A1 Electrical Jim Dagger Telephone: 0410 555 666

Plumbing repairs: Gavin Anderson Plumbing Gavin Telephone: 0411 045 145

Other repairs: SAF Maintenance Shane Fish Telephone: 0491 130 997

Water usage

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

Yes

No

If yes, see clauses 11 and 12.

Strata by-laws

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

Yes

No

If yes, see clause 35.

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

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

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

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

Rent reductions

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

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

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

9. The landlord agrees to pay:

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

10. The tenant agrees to pay:

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

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

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

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

Possession of the premises

13. The landlord agrees:

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

Tenant's right to quiet enjoyment

14. The landlord agrees:

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

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

Use of the premises by tenant

15. The tenant agrees:

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

16. The tenant agrees:

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

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1 to remove all the tenant's goods from the residential premises, and

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises

18. The landlord agrees:

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

Urgent repairs

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

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

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

Sale of the premises

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

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

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. **The tenant agrees:**

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. **The landlord agrees:**

29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

29.2 to give each tenant under this agreement a copy of the key or opening device or

information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree that:**

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

- sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

Change in details of landlord or landlord's agent

34. The landlord agrees:

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

Copy of certain by-laws to be provided

[Cross out if not applicable]

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

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

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

Rental bond

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

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

Smoke alarms

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

Swimming pools

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

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

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

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

- ~~40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~
- ~~40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Loose-fill asbestos insulation

40B. The landlord agrees:

- 40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Additional terms

[Additional terms may be included in this agreement if:

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

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

Additional term—break fee

[Cross out this clause if not applicable]

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

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

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

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

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

Additional term—pets

[Cross out this clause if not applicable]

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

Insert any other agreed additional terms here. Attach a separate page if necessary.

STRATA SCHEMES MANAGEMENT ACT 1996 - SCHEDULE 1

SCHEDULE 1 By-laws

(Section 42)

Note. The matters that were previously contained in By-laws 1 to 11 in Schedule 1 to the Strata Schemes (Freehold Development) Act 1973 and Schedule 3 to the Strata Schemes (Leasehold Development) Act 1986 have been included as provisions of this Act and are therefore no longer by-laws.

1 Noise

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

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

2 Vehicles

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

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

3 Obstruction of common property

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

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws

or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

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

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

(a) any locking or other safety device for protection of the owner's lot against intruders, or

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

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

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

(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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

6 Behaviour of owners and occupiers

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

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

7 Children playing on common property in building

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

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

8 Behaviour of invitees

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

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

9 Depositing rubbish and other material on common property

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

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

10 Drying of laundry items

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

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common

property any inflammable chemical, liquid or gas or other inflammable material.

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

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

13 Moving furniture and other objects on or through common property

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

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

14 Floor coverings

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

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

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

15 Garbage disposal

An owner or occupier of a lot:

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

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

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

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

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

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

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

16 Keeping of animals

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

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

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

17 Appearance of lot

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

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

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

18 Notice-board

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

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

19 Change in use of lot to be notified

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

RESIDENTIAL TENANCY AGREEMENT -- SPECIAL CONDITIONS.

Property: 27/2 Norberta Street, The Entrance
Landlord: Central Coast Land Pty Ltd
Tenant: Gary Raymond Willett

The tenants acknowledge that they have been handed Part 2 of the Residential Tenancy Agreement and the condition report. I/we also acknowledge that they have been informed that the report has to be returned to this office within 7 days and have also informed how to complete this form.

- 1 The tenants confirms that they have inspected the property and accept it in its present state and condition.
- 2 The tenants acknowledge that they must pay their rent on time and keep it in advance
- 3 The tenants are aware on signing this agreement that should they not be present at routine inspections they give permission for the agents to use the key to inspect the property.
- 4 **THERE IS NO SMOKING ALLOWED INSIDE THE PROPERTY. TENANTS WILL BE RESPONSIBLE FOR CLEANING AND/OR PAINTING OF WALLS AND CEILINGS IF THEY ARE SMOKE STAINED.**
- 5 Permission must be sought prior to installing hooks in walls, deadlocks, window locks, door latches or similar are not to be fitted without prior permission.
- 6 Under **NO CIRCUMSTANCES** are pets permitted at properties, neither on a permanent basis nor temporary basis unless an agreement for permission has been signed.
- 7 Tenants residing in houses are responsible for maintaining lawns and gardens on a regular basis. Those in villas/townhouses are responsible for the maintenance of the courtyard area.
- 8 The tenants are aware and understand that the landlord is unaware of any working cables or lines for the following utilities at the premises. ie – telephone, t.v. cable, internet.
- 9 The tenants acknowledge that looped cords, looped bead chains or other flexible looped devices on any blinds or window coverings, may cause a strangulation hazard for children under 5 years. **KEEP CORDS AND CHAINS OUT OF REACH OF CHILDREN.**
- 10 **SMOKE ALARMS – see SECTION 16.4** of the Residential Tenancies Agreement. The tenants acknowledge that after confirming that the smoke alarm and light globes are operating, it is their responsibility to test the operation of the smoke alarm each calendar month and report to the agent if the alarm is not functioning. It is also the tenant's responsibility to replace the battery of the smoke alarm. Daylight savings is always a good time to change batteries.
- 11 The tenants residing in Strata Complexes or similar must abide by the rules set down by the Owners Corporation and the Strata Title By-Laws set out in the Residential Tenancies Agreement.

- 12 The tenants are advised to have their own contents insured.
- 13 The tenants understand that upon vacating the property – they are to hand the keys back to this office on the day organised and that rent will be charged until the day the keys are returned to this office. They also understand that once the keys are handed back to this office the property is deemed to be wholly vacated and clean with the yards done and free from personal items and rubbish. If it is not clean or free of personal items or rubbish then we will organise any cleaning and repairs and rubbish removal and the funds will come from the bond.
- 14 The tenants understand that they are to report any repairs to this office. Also they are to contact this office after 3 days if an urgent repair has not been completed and 5 days if a non urgent repair has not been completed.
- 15 The tenants understand that if the property is separately metered they are to pay for the water consumption. They will be sent an invoice with a copy of the water usage account which will display the actual usage. They will be given 21 days to pay this account to this office and if it is not paid within the 21 day time period we will be applying to the Residential Tenancy Tribunal to retrieve the funds on the landlord's behalf.
- 16 The tenants agree that in times of strong winds they are advised to remove or restrain outdoor table & chairs, umbrellas and pot plants from balconies/patios and decks. This if not done could be deemed a safety hazard.
- 17 The tenants acknowledge that they have been informed that this property has in the past had a contract for sale and may in the future at some stage be placed on the market for sale again.
- 18 The tenants agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 21-3-18 will form part of this agreement. MW
- 19 I/we acknowledge that I/we have received this agreement via email prior to signing this agreement and will ask any questions I/we have at the time of signing this agreement.
- 20 Any dishonour cheques or reversal of direct debits will incur a fee.
- 21 I/we have read the above conditions and agree to them all.
- 22 The tenant is aware that they are not to erect/install any kind of swimming pool.
- 23 The email address on the front page of the tenancy agreement is the preferred form of communication. Please advise us if this changes.

Signed..... G.R. Willett

Gary Raymond Willett

Date..... 23.03.18

Agent..... dyard

L.J. Hooker The Entrance
ARREARS POLICY

It is the policy of this office that all rent is paid and kept 1 week in advance.

Under the Residential Tenancies Act you are required to pay your rent by the date noted in the schedule in your lease and it must always be in advance. Should you have any difficulties in paying your rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem?

However, this office does have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below:

<u>Category</u>	<u>Time Elapsed</u>	<u>Reminder Notice</u>
Category 1 arrears	1 to 3 days in arrears	Text message, email or letter
Category 2 arrears	4 to 7 days in arrears	SMS, letter or phone call
Category 3 arrears	8 to 14 days in arrears	Phone call, SMS, formal letter And commencement of Eviction procedures.
Category 4 arrears	15+ days in arrears	Notice to vacate rented premises

There is no deviation from this schedule and it is the strict policy of this office that all employees adhere to it.

I have read and understood this policy:

Property address:
Tenants Name

Tenants Signature

Date

Gary Raymond Willett..... *G.R. Willett* *23.03.18*

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

Signed by the landlord/agent

Name of landlord/agent

CENTRAL COAST LAND PTY LTD

Signature of landlord/agent

On behalf of landlord
[Signature]

on the 23rd day of March 2018

in the presence of (witness)

Name of witness

Negan Kerman

Signature of witness

[Signature]

Signed by the tenant (1)

Name of tenant

GARY RAYMOND WILLETT

Signature of tenant

G.R. Willett

on the ___ day of 20__

in the presence of (witness)

Name of witness

Melinda Yards

Signature of witness

[Signature]

Signed by the tenant (2)

Name of tenant

Signature of tenant

on the ___ day of 20__

in the presence of (witness)

Name of witness

Signature of witness

Signed by the tenant (3) and any other tenants

Name of tenant/s

Signature of tenant/s

on the ___ day of 20__

in the presence of (witness)

Name of witness

Signature of witness

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

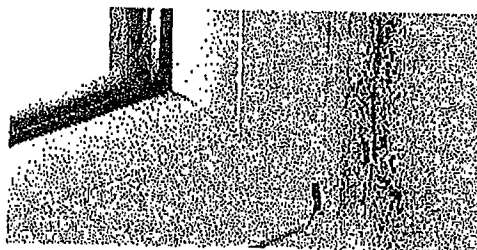
Signature of tenant/s

G.R. Willett

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

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

MOULD PREVENTION INFORMATION FOR TENANTS



GENERAL

Keep windows and walls dry inside the home by:

- Ventilating rooms with open windows and doors on dry weather days or using mechanical ventilation such as extraction fans, dehumidifiers and air conditioning units.
- Wiping away condensation
- Heating rooms with dry heat that provides air movement.
- Ensure good ventilation at all times especially areas such as bathrooms, kitchens and laundry's.
- Furniture should not be pushed up against walls. This creates dark airless areas.

LOUNGE ROOMS

- Floor coverings such as carpets and rugs should be regularly aired and cleaned to prevent food sources that mould infestation can feed on.
- Introduce sun light into your home by opening curtains and blinds during day light hours.
- Open windows and doors to assist ventilation on dry days, close windows and doors on wet days as the external moisture can add to internal humidity levels.
- Do not use indoor plants.
- Avoid clutter and ensure that regular cleaning is conducted, dirt and dust are a contributing factor to mould growth.
- Use dehumidifiers when humidity levels exceed 60% RH and when there is visible condensation.
- Do not dry clothes internal on clothes horses as this contributes to increased humidity levels.

KITCHEN

- Some types of cooking generate a large amount of steam. Make sure there is a working range hood that is preferable vented to the external area.
- Run the exhaust or range hood fan for extended periods to avoid steam and increased humidity levels, also open windows where possible.
- Try using lids on pots and saucepans to avoid steam build up.
- Ensure exhaust fan or range hood is cleaned regularly to avoid blockages.

BATHROOM

- When taking a hot bath or shower, run exhaust fans for extended periods to prevent build up of moisture and increased humidity levels.
- Humidity sensor fans that have been installed will automatically keep running until the room humidity has been lowered to below 60% RH.
- Ensure that fans are clean and free from fluff at all times.
- Clean and dry surfaces that are wet regularly such as the shower, bath and vanity.
- Using cold water first will reduce the steam being produced.

LAUNDRY

- Dry your clothes and shoes thoroughly before you put them away.
- Ensure that clothes dryers have appropriate ventilation to external areas.
- Front vented clothes dryer will contribute to increased humidity levels, the use of condenser style dryers will assist in reduced humidity levels.
- Use mechanical ventilation or humidity sensor fans for extended periods.
- Dry clothes in external areas that allow for air movement.

BEDROOMS AND WARDROBES

- Open blinds and curtains to warm rooms with sunlight
- Keep wardrobes and bedrooms uncluttered and well ventilated.
- Keep beds and draws away from walls.
- Clean windows regularly to remove food source for mould.
- Use dehumidifiers to control condensation in the cooler months.

BUILDING DEFECTS

Report any leaks or defect building work that contributes to internal moisture to your Property Manager or Owner.

WARNING

If you see any sign of visible mould immediately report it to your Property Manager