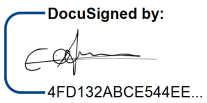

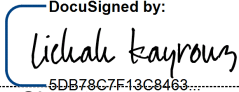


# Property Management Agreement (ARHSEPP)

The parties identified below have agreed that the Property Manager will lease and manage the Premises described below on behalf of the Owner on the terms and conditions of this agreement.

Parties					
<b>Property Manager</b>	<b>Evolve Housing Limited trading as EchoRealty</b> ABN 16 127 713 731 of Henry Dodd House, 9-13 Argyle Street, Parramatta NSW 2150. NSW Real Estate Licence 10058366.				
	<table border="1"> <tr> <td><i>Authorised Representative</i></td> <td> <b>Name:</b> Charlie Souma, Senior Manager  <b>Phone:</b> 1800 MY ECHO (1800 69 3246)  <b>Email:</b> <a href="mailto:info@echorealty.com.au">info@echorealty.com.au</a> </td> </tr> <tr> <td><i>Address for notices</i></td> <td>Henry Dodd House, 9-13 Argyle Street, Parramatta NSW 2150 <b>Attention:</b> Senior Manager, EchoRealty</td> </tr> </table>	<i>Authorised Representative</i>	<b>Name:</b> Charlie Souma, Senior Manager <b>Phone:</b> 1800 MY ECHO (1800 69 3246) <b>Email:</b> <a href="mailto:info@echorealty.com.au">info@echorealty.com.au</a>	<i>Address for notices</i>	Henry Dodd House, 9-13 Argyle Street, Parramatta NSW 2150 <b>Attention:</b> Senior Manager, EchoRealty
	<i>Authorised Representative</i>	<b>Name:</b> Charlie Souma, Senior Manager <b>Phone:</b> 1800 MY ECHO (1800 69 3246) <b>Email:</b> <a href="mailto:info@echorealty.com.au">info@echorealty.com.au</a>			
<i>Address for notices</i>	Henry Dodd House, 9-13 Argyle Street, Parramatta NSW 2150 <b>Attention:</b> Senior Manager, EchoRealty				
<b>Owner</b>	<b>Name: KAYMET CORPORATION PTY LIMITED</b> ABN 15111507656 Address: PO BOX 564 Hurstville BC 1481				
	<table border="1"> <tr> <td><i>Authorised Representative</i></td> <td> <b>Name:</b> Natalie Kayrouz                      Simon Dahdah  <b>Phone</b> 0449 613 704:                              0412 550 466  <b>Email:</b> <a href="mailto:natalie.kayrouz@kaymet.com.au">natalie.kayrouz@kaymet.com.au</a>      <a href="mailto:Simon.Dahdah@belleproperty.com">Simon.Dahdah@belleproperty.com</a> </td> </tr> <tr> <td><i>Address for notices</i></td> <td>As above</td> </tr> </table>	<i>Authorised Representative</i>	<b>Name:</b> Natalie Kayrouz                      Simon Dahdah <b>Phone</b> 0449 613 704:                              0412 550 466 <b>Email:</b> <a href="mailto:natalie.kayrouz@kaymet.com.au">natalie.kayrouz@kaymet.com.au</a> <a href="mailto:Simon.Dahdah@belleproperty.com">Simon.Dahdah@belleproperty.com</a>	<i>Address for notices</i>	As above
	<i>Authorised Representative</i>	<b>Name:</b> Natalie Kayrouz                      Simon Dahdah <b>Phone</b> 0449 613 704:                              0412 550 466 <b>Email:</b> <a href="mailto:natalie.kayrouz@kaymet.com.au">natalie.kayrouz@kaymet.com.au</a> <a href="mailto:Simon.Dahdah@belleproperty.com">Simon.Dahdah@belleproperty.com</a>			
<i>Address for notices</i>	As above				
Premises					
<b>Address:</b>	134 – 144 Pitt Street, Redfern NSW 2016 – Refer to Schedule 4				
<b>Title details:</b>					
<b>Property details:</b>	<i>Furnished:</i> <del>Yes</del> / No <i>If Yes, the list of inclusions will be as specified on the Property Condition Report prepared by the Property Manager and provided to the Owner (as updated from time to time).</i>				
	<i>Garage / Car space:</i> Yes / No <i>If yes, number of spaces:</i> Refer to Schedule 4				
	<i>Other:</i> Not applicable				

Executed as an agreement on 14 July 2022 | 10:12:53 AM AEST

Signed for and on behalf of <b>Evolve Housing Limited trading as EchoRealty</b> by:		Signed by ABN in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):	
 4FD132ABCE544EE...		 7C08DEB007174DC...	
<i>Signature</i>		<i>Signature</i>	
Charlie Souma		William J Metlej	
<i>Name</i>		<i>Name</i>	
Senior Manager		Director	
<i>Position held</i>		<i>Position held</i>	
		 5DB78C7F13C8463...	
		<i>Signature</i>	
		Lichah Kayrouz	
		<i>Name</i>	
		Director	
		<i>Position held</i>	

	DocuSigned by: <i>Antoinette Elias</i> Signature	DocuSigned by: <i>Toufic Kayrouz</i> Signature
	39474CD771F9456...	E5A631DD61B048A...
	<b>Antoinette Elias</b>	<b>Toufic B Kayrouz</b>
	Name	Name
	Director	Director

## Terms and conditions

### 1 Appointment as agent

- 1.1 **Appointment:** The Owner appoints the Property Manager as its exclusive agent to lease and manage the Premises in accordance with this agreement. The Property Manager's obligations under this agreement are conditional on the Owner being (and continuing to be) the owner of the Premises. During the term of this agreement the Owner must not itself lease, or appoint another person to lease or manage, the Premises.
- 1.2 **Agreement term:**
- (a) This agreement commences on the date that it is executed by the last party required to execute it (**Start Date**) and unless terminated earlier in accordance with clause 9 will end on the date that is 10 years after the Start Date (unless clause 1.2(b) applies).
- (b) If, at the Start Date, Council has not granted an Occupation Certificate for the Premises, then:
- the parties acknowledge that a tenancy agreement for the Premises cannot commence until after the date on which Council grants an Occupation Certificate for the Premises;
  - the Owner will be responsible for obtaining an Occupation Certificate and providing the Property Manager with a copy of the Occupation Certificate promptly after it is granted; and
  - unless terminated earlier in accordance with clause 9, this agreement will end on the date that is 10 years after the date on which Council grants an Occupation Certificate for the Premises.
- 1.3 **Acknowledgement:** The Owner acknowledges that it has received a copy of this agreement.
- 1.4 **Affordable Housing:** The parties acknowledge that the Premises are subject to an affordable housing scheme as a result of the operation of the *State Environmental Planning Policy (Affordable Rental Housing) 2009 (ARHSEPP)*, and that the provisions set out in Schedule 3 (ARHSEPP Provisions) apply.

### 2 Scope of authority

- 2.1 **Leasing:** The Property Manager is authorised to lease all or any part of the Premises on the following conditions, or as otherwise instructed by the Owner:

(a) <b>Term of tenancy agreement:</b>	12 months
(b) <b>Rent:</b>	As determined in accordance with Schedule 3 (ARHSEPP Provisions).
(c) <b>Rental bond:</b>	4 weeks Rent in respect of each tenancy.
(d) <b>The Property Manager is authorised to select tenants on behalf of the Owner:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(e) <b>Special instructions:</b>	Not applicable

- 2.2 **Re-leasing:** At the end of each tenancy, the Property Manager may re-lease the Premises for a term not exceeding 12 months, or as otherwise instructed by the Owner.
- 2.3 **Other matters:** The Property Manager is authorised to exercise all rights of the Owner, including the tasks, activities and functions set out in Schedule 2.
- 2.4 **No financial advice:** The Owner acknowledges that it has obtained its own financial and legal advice in relation to this agreement and acknowledges that it has not relied on any representations made by or on behalf of the Property Manager about the financial, investment and tax consequences of this agreement or any tenancy.

### 3 Property Manager Fees and Costs

3.1 **Fees:** The Owner must pay the following fees to the Property Manager (**Fees**):

(a) <i>Management fee:</i>	5% of the Rent collected (exclusive of GST), which is payable monthly in arrears
(b) <i>Leasing fee:</i>	0.5 weeks Rent (exclusive of GST), which is payable following signing of a tenancy agreement
(c) <i>NCAT attendance:</i>	NIL for each required attendance at NCAT or any other tribunal, which is payable once attendance has been scheduled

The Fees may only be varied by agreement of the parties in writing.

3.2 **Reimbursable costs:** The Owner must reimburse the Property Manager for all costs and expenses incurred by the Property Manager in performing its obligations or exercising its authority under this agreement (**Reimbursable Costs**), including costs of advertising the Premises and costs of repairs and maintenance.

3.3 **Payments:** The Property Manager may deduct the Fees and Reimbursable Costs owed or payable to the Property Manager from the Rent (or any other amounts) the Property Manager is obliged to pay or remit to the Owner. To the extent that the Rent (or other amounts) are not sufficient to fund the Fees and Reimbursable Costs, then the Property Manager may invoice the Owner for the shortfall, and the Owner must pay the invoiced amount within 14 days of the date of the applicable invoice.

3.4 **GST:** The consideration for a supply under this agreement is exclusive of GST. The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the supply at the same time as the consideration is paid.

### 4 Rent and outgoings

4.1 **Account:** The Property Manager will:

- (a) maintain in its accounting system a separate account for the receipt and payment of money in respect of the Premises; and
- (b) collect the Rent on behalf of the Owner and deposit it into that account.

4.2 **Remittance:** The Property Manager will deduct the Fees and the Reimbursable Costs from the Rent (or any other amounts) received from the tenant (or from any other person on behalf of the tenant), and will remit the balance to the Owner monthly in arrears into the bank account described below, or such other account nominated by the Owner in writing from time to time:

<i>Financial institution:</i>		<i>Branch:</i>	
<i>Account name:</i>			
<i>BSB:</i>		<i>Account number:</i>	

4.3 **Outgoings:** The Owner is responsible for all rates, taxes, utility charges and other outgoings in respect of the Premises (**Outgoings**), other than utility charges and outgoings that are payable by the tenant pursuant to the tenancy agreement.

4.4 **Authority:**

- (a) The Owner authorises the Property Manager to pay the following Outgoings on behalf of the Owner:

<i>Repairs, maintenance and cleaning costs:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Council rates:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Utility connection fees:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Water, sewage and drainage rates:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Water usage charges:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<i>Insurance premiums:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Strata / Owners Corporation levies:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>NCAT application fee and other associated costs:</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Other (specify) _____</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Any other outgoings not specified above:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

- (b) All Outgoings that are paid by the Property Manager will be a Reimbursable Cost. To the extent that the Property Manager is not authorised to pay Outgoings on behalf of the Owner, the Property Manager will forward any invoices for Outgoings to the Owner for payment.

4.5 *Statements:* The Property Manager will issue monthly statements to the Owner that set out the Rent (and any other amounts) received from the tenant (or from any other person on behalf of the tenant), the Fees and Reimbursable Expenses (including any Outgoings) deducted, and the balance remitted to the Owner.

## 5 Repairs and maintenance

5.1 *Maintenance:* The Owner must maintain the Premises in a good state of repair so as to comply with its obligations under the tenancy agreement and at law.

5.2 *Repairs:* The Property Manager may engage tradespersons to carry out repairs and maintenance to the Premises in accordance with the Owner's obligation to repair or as otherwise instructed by the Owner, provided that:

- (a) except where paragraph (b) applies, expenditure in excess of **Refer to owner** for any one item must not be incurred without the prior approval of the Owner; and
- (b) the Owner's prior approval is not required where in the opinion of the Property Manager repairs are necessary and urgently required for the protection of the Premises or the supply of essential services to a tenant.

## 6 Owner's obligations

6.1 *Owner warranties:* The Owner represents and warrants that, as at the commencement of this agreement and throughout the term of this agreement:

- (a) it is the owner of the Premises and has authority to enter into this agreement;
- (b) the Premises are fit for occupation and are in a clean, safe and habitable condition;
- (c) there is no legal impediment to occupation of the Premises as a residence, and it has obtained all approvals or permits required to enable the Premises to be leased and occupied as contemplated by this agreement (or will do so pursuant to clause 1.2(b));
- (d) the Premises comply, and the Owner has complied, with all requirements under applicable codes and at law, including with respect to smoke alarms, window safety devices, glass windows, staircases, doors and balustrades, asbestos, decks and balconies, lead paint, blind cord safety, hazardous activities and electrical, gas and plumbing installations;
- (e) the Premises comply (and will continue to comply) with all conditions of any applicable development consent or other consent or approval applicable to the Premises, including the requirements of ARHSEPP (and any Occupation Certificate obtained in accordance with clause 1.2(b));
- (f) the Premises comply with the *Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006* (NSW) and all other laws and regulations relating to fire safety;
- (g) it has advised the Property Manager in writing of all material facts (of the kind prescribed by the *Residential Tenancies Regulation 2019* (NSW) or the *Property, Stock and Business Agents Act 2002* (NSW)) relevant to the Premises or the proposed tenancy arrangements;
- (h) the information it has provided to the Property Manager, including in response to the questions in Schedule 1, is complete and accurate;
- (i) it will immediately notify the Property Manager if there is any change to any of the matters referred to in paragraphs (a) – (h) above during the term of this agreement; and

- (j) it has and will comply with all applicable laws relating to privacy, disability, discrimination, the environment, planning and safety in connection with the Premises.
- 6.2 *Directions and approvals:* The Owner must:
- (a) promptly respond in writing to all requests for instructions, directions, consent or approvals;
  - (b) not unreasonably withhold any consent or approval; and
  - (c) provide instructions and directions that are consistent with the Owner's obligations under each tenancy agreement and at law.
- 6.3 *Failure to respond:* If the Owner is not contactable, or does not respond to repeated requests by the Property Manager for instructions, directions, consent or approval, and the Property Manager believes (acting reasonably) that a failure to act may prejudice the Owner's interests, then:
- (a) the Property Manager may take such action as it believes (acting reasonably) is in the interests of the Owner; and
  - (b) the Property Manager will not be liable to the Owner for, and the Owner must ratify, any action taken by the Property Manager in accordance with paragraph (a).
- 6.4 *Material facts:* The Owner acknowledges that the Property Manager is required to, and is directed to, disclose to prospective tenants all material facts disclosed by the Owner to the Property Manager.
- 6.5 *Strata by-laws:* If the Premises comprise of a lot in a strata scheme, the Owner must provide a copy of the current by-laws for the strata scheme to the Property Manager and provide any amendments to those by-laws to the Property Manager immediately upon receiving notice of such amendments.
- 6.6 *Work, Health and Safety:* The Owner acknowledges that, at all material times:
- (a) the Owner has sole management and control of the Premises, to the exclusion of the Property Manager;
  - (b) the Property Manager acts under the direction, management and control of the Owner to facilitate the lease of the Premises between the Owner and the tenant and in carrying out the Property Manager's management and other obligations under this agreement;
  - (c) the Owner is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements; and
  - (d) in any contracts associated with repairs and maintenance of the Premises, the Property Manager acts on the Owner's behalf and the Owner and the contractor are the contracting parties.
- 6.7 *Safety and controls:* The Owner is responsible for ensuring that the structure of the Premises is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:
- (a) any asbestos contamination or hazardous material in the Premises or on the land;
  - (b) any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
  - (c) electrical circuitry including electrical installations, light and power outlets;
  - (d) any fitted plant and substances including lead paint;
  - (e) any confined space including lifts and lift wells; and
  - (f) any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.
- 6.8 *Imminent threat:* The Owner authorises the Property Manager to remedy on behalf of the Owner and at the Owner's cost any issue arising during the course of the lease which is considered an imminent threat to work, health and safety.
- 6.9 *Landlord's Information Statement:* The Owner acknowledges that it has read and understood the contents of an information statement in the approved form that sets out a landlord's rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.
- 6.10 *Disclaimer:* The Owner acknowledges and agrees that:
- (a) the Property Manager's role is to manage the tenancies for the Premises;
  - (b) the Property Manager is not qualified to:
    - (1) assess the structural aspects of the Premises including, without limitation, with respect to staircases, decking and balconies, glass windows, window safety devices, doors and

- balustrades, smoke alarms, asbestos, swimming pools and associated fittings and safety barriers, electrical, gas and plumbing installations, lead paint and blind cord safety; and
- (2) ensure that the Premises complies and operates in accordance with the requirements of all applicable codes and legislation;
- (c) inspections of the Premises conducted by the Property Manager do not include the moving of furniture, lifting of floor coverings, or inspecting the interiors of roof spaces, under flooring, inside of cupboards or the Owner's goods or other belongings; and
- (d) the Property Manager has advised the Owner that the Owner should:
- (1) have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
- (2) hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

## 7 Confidentiality and privacy

### 7.1 *Confidentiality:* Each party:

- (a) may use confidential information of the other party solely for the purposes of this agreement;
- (b) except as permitted under paragraph (c), must keep confidential all confidential information of the other party; and
- (c) may disclose confidential information of the other party only:
- (i) to persons who have a need to know (and only to the extent that each has a need to know) and who are subject to a legally binding obligation to keep confidential the confidential information or as required by law;
- (ii) to fulfil any obligations to report to government or applicable regulatory bodies; or
- (iii) in the case of the Property Manager, as required to perform its obligations under this agreement and at law.

### 7.2 *Privacy:* Each party must comply with the *Privacy Act 1988* (Cth) and the reasonable directions of the other party in relation to the handling of any Personal Information. The Owner acknowledges that the Property Manager:

- (a) will collect information, including personal information, from or about the Owner in connection with this agreement;
- (b) will use that information to perform its obligations under this agreement and otherwise in accordance with its privacy policy; and
- (c) may disclose that information to potential tenants, tradespersons, owners corporations, valuers, government and statutory bodies, and other third parties as required to perform its obligations under this agreement and otherwise in accordance with its privacy policy.

A copy of the Property Manager's privacy policy is available at [www.echorealty.com.au/privacy/](http://www.echorealty.com.au/privacy/).

## 8 Liability

### 8.1 *Indemnity:* The Owner indemnifies and must hold harmless the Property Manager against any and all:

- (a) liabilities, losses, damages, costs and expenses suffered or incurred by the Property Manager in connection with the exercise of its authority, or the performance of its duties and obligations, under this agreement; and
- (b) claims, demands, suits, actions or proceedings made or threatened against the Property Manager in connection with the exercise of its authority, or the performance of its duties and obligations, under this agreement.

### 8.2 *Liability cap:* To the maximum extent permitted by law:

- (a) the Property Manager excludes all liability for loss of revenue, loss of income (including rental income), loss of profit, loss of business, loss of contract, loss of opportunity and loss of anticipated savings; and
- (b) the Property Manager's total aggregate liability arising out of or in connection with this agreement, under statute, in tort (for negligence or otherwise) or on any other basis in law or equity, is limited to the aggregate Management Fee paid to the Property Manager pursuant to this Agreement as at the date the liability to the Owner accrues.

- 8.3 *Liability reduced by other party's fault:* Each party's liability to the other party is reduced to the extent the liability was caused by the other party.

## 9 Termination

- 9.1 *Termination by Owner:* The Owner may terminate this agreement by providing written notice to the Property Manager:
- (a) if the Property Manager is in material breach of this agreement and fails to remedy that breach within 30 days of receipt of a notice from the Owner requiring it to do so;
  - (b) if the Property Manager becomes insolvent; or
  - (c) if the Property Manager is guilty of fraud or wilful misconduct in the performance of this agreement.
- 9.2 *Termination by Property Manager:* The Property Manager may terminate this agreement by providing written notice to the Owner:
- (a) if the Owner is in material breach of this agreement and fails to remedy that breach within 30 days of receipt of a notice from the Property Manager requiring it to do so;
  - (b) if the Property Manager believes (acting reasonably) that the continued performance of this agreement would cause it to be in breach of any law;
  - (c) if the Owner becomes insolvent; or
  - (d) if the Owner fails to pay an amount due under this agreement by the due date and fails to remedy that failure within 14 days of receipt of a notice from the Property Manager requiring it to do so.
- 9.3 *Sale of Premises:* This agreement will terminate if an incoming owner enters into an agreement with the Property Manager following a sale of the Premises in accordance with (and subject to) the process set out in clause 4 of Schedule 3 (ARHSEPP Provisions).
- 9.4 *Consequences of termination:* If this agreement is terminated:
- (a) that termination does not affect any accrued right of action or remedy;
  - (b) any indemnity and any other term by its nature intended to survive termination of this agreement survives that termination.

## 10 General

- 10.1 *Acknowledgement of receipt and electronic signatures:* If the Property Manager causes this agreement to be electronically served on and/or signed by the Owner by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Owner agrees that the Owner's electronic signature and initials created for the purpose of signing this agreement are the same as handwritten signatures and initials for the purposes of validity, enforceability and admissibility.
- 10.2 *Disputes:* Each party will use best endeavours to attempt to resolve any dispute or disagreement arising out of this agreement through good faith negotiations prior to commencing any proceedings against the other party in a court or tribunal.
- 10.3 *Service of notices:* A notice or demand under this Contract (**Notice**) must be in writing, in English and signed by a person duly authorised by the sender and sent to the recipient's address for Notices specified on the first page of this agreement, as varied by any Notice given by the recipient to the sender.
- 10.4 *Effective on receipt:* A Notice takes effect on delivery if hand delivered, on the fifth business day after the date of posting if sent by prepaid, certified or registered post, and on the business day after the date the email enters the recipient's mail server.
- 10.5 *Assignment and novation:* The Property Manager may assign or novate this agreement with the prior consent of the Owner, which consent must not be unreasonably withheld or delayed. The Owner consents to the Property Manager subcontracting any part of this agreement at the Property Manager's cost, provided that the Property Manager remains responsible for the acts of any subcontractor.
- 10.6 *Waiver:* A delay by a party in exercising a right will not amount to a waiver of that right. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 10.7 *Variations:* Any variation to this agreement must be in writing and executed by the parties.
- 10.8 *Counterparts:* This agreement may be executed in counterparts. All executed counterparts constitute one document.
- 10.9 *Entire agreement:* This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings in connection with its subject matter.

- 10.10 *Severability*: A term or part of a term of this agreement that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this agreement will continue in force.
- 10.11 *Governing law*: This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 10.12 *Interpretation*: In this agreement, unless the contrary intention appears:
- (a) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - (b) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
  - (c) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and
  - (d) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 10.13 *Multiple Owners*: Where two or more persons are the Owner (as specified on the first page of this agreement) then:
- (a) the obligations of the Owner under this agreement apply to those persons jointly and severally; and
  - (b) the Property Manager is entitled to rely on the instructions, directions, consent or approval of any of those persons as being given on behalf of all of the persons that are the Owner.

## Schedule 1 – Owner disclosures

This disclosure statement must be completed by the Owner and submitted to the Property Manager together with the signed Property Management Agreement.

<b>1.</b>	<i>The Residential Tenancies Act requires that certain information be disclosed to a tenant before the tenant enters into a residential tenancy agreement. Please answer the following:</i>		
1.1	Has the landlord prepared a contract for sale of the premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1.2	Is there any proposal to sell the premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1.3	Has a mortgagee commenced proceedings in court to enforce a mortgage over the premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, is a mortgagee taking action for possession of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No
1.4	If the Premises comprise of or include a lot in a strata scheme (within the meaning of the <i>Strata Schemes Management Act 2015</i> (NSW)), is a strata renewal committee currently established in relation to the strata scheme?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Note: The landlord or landlord's agent must also provide a copy of the by-laws for the strata scheme before the tenant enters into a residential tenancy agreement.		
<b>2.</b>	<i>A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the Residential Tenancies Regulations 2019 (NSW). Please answer the following:</i>		
2.1	Have the premises been subject to flooding or bush fire in the preceding 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.2	Are the premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.3	Are the premises listed on the Loose Fill Asbestos Insulation (LFAI) Register?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.4	Have the residential premises been the scene of a serious violent crime in the preceding 5 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.5	Have the Premises been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the <i>Drug Misuse and Trafficking Act 1985</i> within the last 2 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.6	Will council waste services be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.7	Because of the zoning of the land, or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit (in an area where only paid parking is provided)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:

2.8	Is there a driveway or walkway on the residential premises which other persons are legally entitled to share with the tenant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.9	If the Premises comprise or include a lot in a strata scheme, are there any scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of this agreement?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.10	Are the Premises part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.11	Are the Premises part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:
2.12	Are the Premises part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide details:

In this section 2:

- (a) "building product rectification order" has the same meaning as in the *Building Products (Safety) Act 2017* (NSW);
- (b) "external combustible cladding" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- (c) "fire safety order" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- (d) "LFAI Register" has the same meaning as it has in clause 3(1) of the *Residential Tenancies Regulation 2019* (NSW);
- (e) "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW) and section 26 of the *Residential Tenancies Act 2010* (NSW); and
- (f) "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

<b>3.</b>	<i>The Owner may be unable to recover water usage charges from a tenant if certain prescribed water efficiency measures are not installed in the premises. Please answer the following:</i>		
3.1	Do the premises contain the water efficiency measures prescribed by the <i>Residential Tenancies Act 2010</i> (NSW)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>4.</b>	<i>The Owner is responsible for ensuring that the structure of the Premises is safe and has been maintained to appropriate standards. Please answer the following:</i>		
4.1	The Owner acknowledges, so far as reasonably practicable, that the Owner has thoroughly inspected the Premises prior to lease and that the Premises are:		
	(a) without risk to work, health and safety	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR		
	(b) subject to the risks and controls as advised by the Owner to the Property Manager in writing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## Schedule 2 – Authority and responsibilities

The Property Manager is authorised and directed to undertake the following tasks on behalf of the Owner:

<b>1</b>	<b>Leasing</b>
1.1	Arranging inspections and showing the Premises to prospective tenants.
1.2	The letting of the Premises, and the re-letting of the Premises, in accordance with the parameters in section 2.1 and 2.2 of this agreement (respectively), or as otherwise instructed by the Owner.
1.3	The negotiation of Residential Tenancy Agreements, as agent for the Owner, in accordance with the <i>Residential Tenancies Act 2010</i> (NSW) the <i>Residential Tenancies Regulations 2019</i> (NSW) (together the <b>Residential Tenancies Legislation</b> ), other applicable laws and the written directions of the Owner.
1.4	Making reasonable enquiry in respect of any prospective tenant's ability to meet the obligations of a tenant pursuant to the terms of any Residential Tenancy Agreement.
1.5	Recommend tenants for approval by the Owner and, if permitted under clause 2.1 of the agreement, select tenants on behalf of the Owner.
1.6	Enter into and sign tenancy agreements in respect of each of the Premises.
1.7	Ensuring that the tenant accepts and signs a Residential Tenancy Agreement and any associated documentation prior to taking occupation of the Premises.
1.8	Provide all required notifications to the tenant in accordance with the Residential Tenancies Legislation.
1.9	Providing Condition Reports to the tenant.
<b>2</b>	<b>Tenancy management</b>
2.1	Exercise rights of the Owner under a Residential Tenancy Agreement.
2.2	With the Owner's prior approval: <ul style="list-style-type: none"> <li>• vary or terminate any Residential Tenancy Agreement;</li> <li>• commence and conduct legal proceedings (including in a tribunal) against a tenant; and</li> <li>• exercise the right to evict a tenant.</li> </ul>
2.3	Prepare statements for and collect rent and any other amounts payable under the Residential Tenancy Agreement and give receipts on behalf of the Owner.
2.4	Demand and collect bond money from any tenant and pay the bond money to the appropriate authority in accordance with the Residential Tenancies Legislation.
2.5	Direct the appropriate authority to pay to the Owner (or to the Property Manager on behalf of the Owner) a tenant's bond money to the extent of unpaid rent or other monies payable by the tenant.
2.6	Conducting rent reviews and notifying the tenant of the outcome.
2.7	Using reasonable endeavours to monitor the tenant's compliance with the Residential Tenancy Agreement.
2.8	Demand payment of overdue rent or other amounts and manage arrears.
2.9	Respond to any applications by tenants before the NSW Civil and Administrative Tribunal (NCAT) or the like and represent the Owner in any such proceedings in accordance with the Owner's instructions.
2.10	Exercise the Owner's right to enforce or terminate tenancy agreements by service of notices in accordance with the Owner's instructions.

2.11	At the end of the Residential Tenancy Agreement, directing the tenant to vacate the Premises.
2.12	Notification to, and liaison with, the Police Services as necessary where the Property Manager has knowledge of the commission of an offence against the Premises by the tenant (including theft, malicious damage or vandalism).
2.13	The reading of any water meter to determine the correct usage by the tenant on the commencement and termination of a Residential Tenancy Agreement.
2.14	Managing invoicing and making payment of Outgoings incurred in respect of the Premises to the extent specified in clause 4.4 of this agreement or as otherwise instructed by the Owner.
2.15	Managing, and making payment for, repairs and maintenance incurred in respect of the Premises to the extent specified in clause 5.2 of this agreement or as otherwise instructed by the Owner.
2.16	Invoicing and recovery of water usage charges from the tenant (where applicable).
2.17	Invoicing and recovery of amounts payable by the tenant as a result of damage to the Premises.
<b>3</b>	<b>Property Management</b>
3.1	Undertaking periodic inspections of the Premises at the Property Manager's discretion (but not less frequently than annually, or as required by law) and notifying the owner of any issues that are identified, including identifying any repair and maintenance work required to ensure the Premises are clean and fit for the tenant to live in.
3.2	Appointing/engaging of appropriately qualified contractors or tradespeople on behalf of the Owner, including any maintenance providers, cleaning and security services, engineers, contractors or other specialist firms for the provision of services and facilities to the Premises.
3.3	The giving of notices to the Owner of any complaint received from a tenant in respect of a safety risk relating to the Premises.

## Schedule 3 – ARHSEPP Provisions

### 1 Definitions

#### 1.1 In this Schedule:

- (a) **"ARHSEPP"** means the *State Environmental Planning Policy (Affordable Rental Housing) 2009* made under the *Environmental Planning and Assessment Act 1979*.
- (b) **"CPI Review Dates"** means at the end of the first, second, third, fifth, sixth, eighth and ninth years after the date the Occupation Certificate for the Premises is issued by Council.
- (c) **"Eligibility Criteria"** means the criteria stipulated under the NSW Guidelines and ARHSEPP under which persons whom satisfy the criteria, become Eligible Residential Tenants.
- (d) **"Eligible Residential Tenant"** means a person who is an eligible tenant as defined under the NSW Guidelines and ARHSEPP.
- (e) **"Market Rent"** means the rent which the Property Manager considers to be the market rent in respect of the Premises.
- (f) **"Market Review Dates"** means the end of the fourth and seventh years after the date the Occupation Certificate for the Premises is issued by Council.
- (g) **"NSW Guidelines"** means the New South Wales Affordable Housing Ministerial Guidelines as issued by Housing NSW.
- (h) **"Residential Tenancies Legislation"** means the *Residential Tenancies Act 2010* (NSW) and the *Residential Tenancies Regulation 2019* (NSW).

#### 1.2 The terms of this Schedule take priority to the extent of any inconsistency with any other clause of this agreement.

### 2 Sourcing Eligible Residential Tenants

#### 2.1 The parties agree that:

- (a) the Premises will be leased to Eligible Residential Tenants; and
- (b) the terms of each tenancy agreement, including terms relating to the rent and rent review, will be consistent with this Schedule, the NSW Guidelines and ARHSEPP.

### 3 Rent and Rent reviews under the Residential Tenancy Agreement

#### 3.1 The weekly Rent will be determined by the Property Manager in accordance with the NSW Guidelines and ARHSEPP, which (at the date this agreement is executed) prescribe that the rent may be either:

- (a) 80% of the weekly Market Rent; or
- (b) 30% of the gross household income.

#### 3.2 The Rent is to be subject to market rent review on Market Review Dates. When the Rent is subject to a market rent review the following provisions shall apply:

- (a) prior to each Market Review Date the Property Manager must commission, at the Owner's cost, a market rent valuation. The Property Manager shall give to the Owner a copy of the valuation and a notice stating:
  - (1) the Market Rent; and
  - (2) the amount which is 80% of the weekly Market Rent, being the Rent which will apply from the Market Review Date.
- (b) The valuation of the Market Rent:
  - (1) shall be based on the conditions in which the Premises are or will be tenanted, including whether the Premises are furnished;
  - (2) must be conducted by a valuer who:
    - (i) is registered as a valuer in New South Wales and is a member of the Australian Property Institute; and
    - (ii) has no commercial relationship with, or interest in:

- (A) the Owner or the Property Manager; or
- (B) a recipient of a Commonwealth, State or Territory government benefit in relation to the Premises.

(c) The written valuation obtained pursuant to this clause must be obtained and retained by the Property Manager for the term of this Agreement.

3.3 The Rent may be subject to a consumer price index review (**CPI Review**) on the CPI Review Dates. If the Rent is subject to a CPI Review, then the Rent will be adjusted at each CPI Review Date according to the following formula:

$$R(N) = R(P) \times [CPI(N) / CPI(P)]$$

Where:

- R(N)** The adjusted Rent that will apply from the CPI Review Date
- R(P)** The Rent payable immediately before the CPI Review Date
- CPI(N)** The index value for the Sydney Rent sub-group and expenditure class of the Housing Group of the Consumer Price Index (ABS Series ID A2331836L) published for the most recent December quarter
- CPI(P)** The index value for the Sydney Rent sub-group and expenditure class of the Housing Group of the Consumer Price Index (ABS Series ID A2331836L) published for the December quarter that is 12 months prior to CPI(N)

provided that the Property Manager may adopt a different methodology or formula for undertaking a CPI Review if it believes that it is necessary or desirable to do so in order to be consistent with the NSW Guidelines or industry best practice relating to affordable housing schemes.

3.4 Notwithstanding any other provision in this agreement, the Owner acknowledges that any adjustment in Rent as result of a review pursuant to this clause 3 must be made in accordance with the requirements of the Residential Tenancy Agreement and the Residential Tenancies Legislation.

## 4 Sale of Premises

4.1 If the Owner wishes to sell the Premises it must:

- (a) notify the Property Manager before the Premises are listed or marketed for sale, and prior to the issue of any contract for sale;
- (b) obtain the prior written consent of the Property Manager to the sale. The Property Manager's consent will not be withheld provided that, as a condition of the sale, the Owner procures that the incoming owner enters into an agreement with the Property Manager on terms reasonably acceptable to the Property Manager, with effect from the date the incoming owner becomes the owner of the Premises; and
- (c) upon execution, deliver to the Property Manager a copy of the contract of sale for the Premises.

4.2 This agreement will terminate with effect from the date that the incoming owner has become the owner of the Premises and enters into an agreement with the Property Manager in accordance with this clause 4.

4.3 The Owner acknowledges that:

- (a) the Premises must not be sold without the Property Manager's prior written consent as contemplated by clause 4.1(b) above;
- (b) the provisions of the Residential Tenancy Agreement and the Residential Tenancy Legislation may prevent or restrict the Owner's ability to terminate a Residential Tenancy Agreement in connection with a sale of the Premises; and
- (c) it is a requirement of ARHSEPP (and of the development consent of Premises that are subject to ARHSEPP) that the Premises must be available for renting by (and be rented to) an Eligible Residential Tenant, and managed by a registered community housing provider, for a period of 10 years.

## SCHEDULE 4

### 134-144 Pitt Street Redfern NSW 2016

Unit/Lot No.	Bedrooms	Car space	Weekly Market Rent	Weekly ARHSEPP Rent
7	1	0	\$610.00	\$488.00
8	3	1	\$930.00	\$744.00
9	1	0	\$590.00	\$472.00
10	1	0	\$590.00	\$472.00
11	2	0	\$715.00	\$572.00
12	2	0	\$720.00	\$576.00
13	1	0	\$610.00	\$488.00
14	1	0	\$610.00	\$488.00
15	3	1	\$930.00	\$744.00
16	1	0	\$590.00	\$472.00
17	1	0	\$590.00	\$472.00
18	2	0	\$715.00	\$572.00
19	2	0	\$720.00	\$576.00
20	1	0	\$610.00	\$488.00
22	3	1	\$930.00	\$744.00
23	1	0	\$590.00	\$472.00
24	1	0	\$590.00	\$472.00
25	2	0	\$715.00	\$572.00
26	2	0	\$725.00	\$580.00
27	1	0	\$610.00	\$488.00
49	3	1	\$930.00	\$744.00
50	1	0	\$610.00	\$488.00
51	1	0	\$610.00	\$488.00
52	1	0	\$590.00	\$472.00
53	1	0	\$590.00	\$472.00
54	2	0	\$735.00	\$588.00
55	1	0	\$610.00	\$488.00
56	1	0	\$610.00	\$488.00
57	2	0	\$725.00	\$580.00
58	2	0	\$720.00	\$576.00
59	1	0	\$590.00	\$472.00
60	1	0	\$590.00	\$472.00
61	2	0	\$735.00	\$588.00
62	1	0	\$610.00	\$488.00
68	2	0	\$735.00	\$588.00
91	3	1	\$960.00	\$768.00
92	2	0	\$735.00	\$588.00
93	1	0	\$620.00	\$496.00
94	1	0	\$640.00	\$512.00

95	2	1	\$800.00	\$640.00
96	2	0	\$745.00	\$596.00
97	0	0	\$545.00	\$436.00
98	2	0	\$760.00	\$608.00
99	2	0	\$725.00	\$580.00
100	1	0	\$620.00	\$496.00
101	1	0	\$620.00	\$496.00
102	2	1	\$770.00	\$616.00
103	3	0	\$735.00	\$588.00
104	2	1	\$750.00	\$600.00
105	2	1	\$760.00	\$608.00
106	2	1	\$760.00	\$608.00
107	1	0	\$620.00	\$496.00
108	1	0	\$620.00	\$496.00
109	2	1	\$770.00	\$616.00
110	2	1	\$770.00	\$616.00
111	2	1	\$750.00	\$600.00

# Landlord's Acknowledgement

Where [ ] appears, please note the instruction and insert the relevant information.

Address of residential premises: Refer to schedule 4

**Landlord**

Name: Kaymet Corporation Pty Ltd			
Trading as:		ABN / ACN	
Address PO BOX 564 Hurstville BC 1481			
Suburb		State:	Postcode:
Phone: Work:	Mobile: 0449 613 704	Email:	

**Landlord's Agent**

Name: Evolve Housing Limited			
Trading as: EchoRealty		ABN 16 127 713 731	
Address: 9-13 Argyle Street			
Suburb Parramatta		State: NSW	Postcode: 2150
Phone: Work: 1800 693 246	Mobile:	Email:	


Signature of

acknowledge that [I / we] have read and understood the contents of an information statement in the approved form that sets out [my / our] rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.

I agree to be legally bound by the terms of this form even if I sign this form electronically.

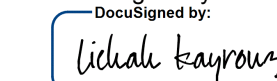
I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of the Landlord  
Name of Signatory: **William J Metlej**      Date

DocuSigned by:  


I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of the Landlord  
Name of Signatory: **Lichah Kayrouz**      Date

DocuSigned by:  


I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of the Landlord  
Name of Signatory: **Antoinette Elias**      Date

DocuSigned by:  
  
39474CD771F9456...

Signature of the Landlord  
Name of Signatory: **Toufic B Kayrouz**      Date

DocuSigned by:  
  
E5A6310D61B048A...

	<b>AGENT Has this been done?</b>
<b>PROOF OF IDENTITY CHECKLIST</b>	
In verifying the identity of a property owner, the Agent is required to sight and document evidence of an original or certified copy of the following:	
• One (1) primary proof of identity document from the list below	
• Two (2) secondary proof of identity documents from the list below	
• One (1) document providing proof of legal ownership of the property	
(Where the Agency Agreement relates to the sale of a business, only the primary and secondary identification documents are required.)	
<b><i>Primary proof of identity documents</i></b>	
• Current Australian driver's licence	
• Current photo card issued by a State or Territory Government agency	
• Current Australian passport	
• Current non-Australian passport	
<b><i>Secondary proof of identity documents</i></b>	
• Current Medicare card	
• Current credit card	
• Current passbook or an account statement from a bank, building society or credit union up to one year old	
• Electoral enrolment card or evidence of enrolment not more than two years old	
• Gas, electricity or council rates bill up to one year old	
• Water rates notice up to one year old	
<b><i>Proof of legal ownership of the property</i></b>	
• Certificate of title for the property	
• Current council rates notice up to one year old	
• Land valuation notice up to one year old	
• National Vendor Declaration concerning relevant livestock	
<b><i>Authorised representative</i></b>	
Where the person entering into the Agency Agreement is a representative of the owner and is not listed on the certificate of title, the following must also be sighted and a copy retained:	
• Original or certified copy of the document that confers the power of sale or management to that person.	