

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Upstate</b> Suite 15, Level 1, 888 Pittwater Road, Deewhy, NSW 2099	Tel: 02-9971 9000 Mobile: 0433 456 457 Email: emma.z@upstate.com.au
co-agent		
vendor	<b>Liby Property Warriewood Pty Ltd</b> 405/38-44 Pembroke Street, Epping, NSW 2121	
vendor's solicitor	<b>McQiu Lawyers</b> Suite 22, Level 11, 809-811 Pacific Highway, Chatswood, NSW 2067	Tel: 02-8036 8333 Email: property@mcqiulawyers.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	<b>Unit 2 / 5-7 Macpherson Street WARRIEWOOD NSW 2102</b> <b>Lot 2 in Strata Plan 102633</b> <b>Folio Identifier: 2/SP102633</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: TOWNHOUSE	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

## See execution page

vendor

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

witness

**See execution page**

purchaser    ☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)

☐ no ☒ YES

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

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

**Land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make a **GSTRW payment**  
(GST residential withholding payment)

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

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

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

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

Supplier's name: **Liby Property Warriewood Pty Ltd**

Supplier's ABN: **80 620 952 605**

Supplier's GST branch number (if applicable):

Supplier's business address: **405, 38-44 Pembroke Street, Epping, NSW 2121**

Supplier's email address: **admin@libycapital.com**

Supplier's phone number: **0475 020 939**

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **7% of the price**

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

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

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

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

## List of Documents

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 16 other document relevant to tenancies</p> <p><input type="checkbox"/> 17 licence benefiting the land</p> <p><input type="checkbox"/> 18 old system document</p> <p><input type="checkbox"/> 19 Crown purchase statement of account</p> <p><input type="checkbox"/> 20 building management statement</p> <p><input checked="" type="checkbox"/> 21 form of requisitions</p> <p><input type="checkbox"/> 22 <i>clearance certificate</i></p> <p><input type="checkbox"/> 23 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 24 insurance certificate</p> <p><input type="checkbox"/> 25 brochure or warning</p> <p><input type="checkbox"/> 26 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 27 certificate of compliance</p> <p><input type="checkbox"/> 28 evidence of registration</p> <p><input type="checkbox"/> 29 relevant occupation certificate</p> <p><input type="checkbox"/> 30 certificate of non-compliance</p> <p><input type="checkbox"/> 31 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input checked="" type="checkbox"/> 32 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 33 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 34 strata by-laws</p> <p><input type="checkbox"/> 35 strata development contract or statement</p> <p><input type="checkbox"/> 36 strata management statement</p> <p><input type="checkbox"/> 37 strata renewal proposal</p> <p><input type="checkbox"/> 38 strata renewal plan</p> <p><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 40 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 41 plan creating neighbourhood property</p> <p><input type="checkbox"/> 42 neighbourhood development contract</p> <p><input type="checkbox"/> 43 neighbourhood management statement</p> <p><input type="checkbox"/> 44 property certificate for precinct property</p> <p><input type="checkbox"/> 45 plan creating precinct property</p> <p><input type="checkbox"/> 46 precinct development contract</p> <p><input type="checkbox"/> 47 precinct management statement</p> <p><input type="checkbox"/> 48 property certificate for community property</p> <p><input type="checkbox"/> 49 plan creating community property</p> <p><input type="checkbox"/> 50 community development contract</p> <p><input type="checkbox"/> 51 community management statement</p> <p><input type="checkbox"/> 52 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 54 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 57 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 58 other document relevant to off the plan contract</p> <p><b>Other</b></p> <p><input checked="" type="checkbox"/> 59 Residential strata insurance</p> <p><input checked="" type="checkbox"/> 60 Occupation certificate</p>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**Professional Strata Management Group**

P O Box 837, Rockdale NSW 2216

02-9556 1022

compliance@psmgstrata.com.au

### Section 66W Certificate

Name of Vendor: Liby Property Warriewood Pty Ltd

Address of Property: Unit 2, 5-7 Macpherson Street, Warriewood, NSW 2102

Name of Purchaser(s) or

Officer of the Company where

the Purchaser is a Corporation:

I \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to the Contract for Sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that Contract.
3. I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which the Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser:
  - a. The effect of the contract for the purchase of that property;
  - b. The nature of this certificate; and
  - c. The effect of giving this certificate to the vendor means that there is no cooling off period in relation to the Contract for Sale.

\_\_\_\_\_  
Signature of Solicitor/Licensed Conveyancer

Date:

**FIRB Table**

FIRB Notification Form	Purchase 1	Purchaser 2
Name		
Tax file Number		
Residential status	Tick applicable residential statutes below	Tick applicable residential statutes below
1. Australian citizen		
2. Australian citizen with a foreign spouse purchasing as joint tenants		
3. An Australian permanent resident who has been a resident in Australia for 200 days of the last year		
4. An Australian permanent resident who has not been residing in Australia for 200 days of the last year		
5. An Australian temporary resident		
6. A foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visas)		
7. A corporation or trust where no single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provided details below )	
8. A corporation or trust where no single foreign person (together with their associates) has 1% or more ownership of the corporation/trust	(if selected, provided details below )	
9. A corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation/trust	(if selected, provided details below )	
	If 7.8 or 9 are applicable, the names of all directors, major/ultimate shareholders must be supplied below:	If 7.8 or 9 are applicable, the names of all directors, major/ultimate shareholders must be supplied below:
Is the property being purchase by a trustee of a trust?	Yes      No  If yes, specify names and nationality of beneficial owners below:	Yes      No  If yes, specify names and nationality of beneficial owners below:

## Information Table

Item	See clause	Description
Development Site	33.1(e)	1/314508 & 21/1080979
Completion Date	38	42 days after the Contract Date
Sunset Date	37.2	30 June 2021
Extension of Sunset Date	37.2	30 December 2021
Further extension of Sunset Date	37.2	30 December 2023
Date for completion	38	The latest of:  a. 42 days after the contract date;  b. refer clause 38
Interest rate	39.1	10%
Council rates	42.1(a)	350 per quarter
Water rates	42.2(b)	250 per quarter
Land tax	42.3(c)	1800 per annum
Deposit holder	40	The Vendor's solicitor trust account or the agent nominated account. Deposit to be released to the vendor on the vendor's request.
Deposit	41	Bank Cheque from Commonwealth Bank of Australia, Westpac Banking Corporation, St George Bank, Australia and New Zealand Banking Group, National Australia Bank.
FIRB Approval	50	Purchaser warrants to the Vendor He/She can purchase the property under FIRB Legislation and regulations
Guarantee	55	Personal guarantee and indemnity
Special conditions for Lot 1 to Lot 4	58	Particular Special Condition to Lot 1 to Lot 4

Executed by Vendor		
<b>Signed</b> by the Vendor/s in the presence of:	----- Vendor signature	----- Witness signature
	----- Vendor Name (Please print)	----- Witness Name (Please print)
	----- Vendor signature	----- Witness signature
	----- Vendor Name (Please print)	----- Witness Name (Please print)

Executed by Vendor (if Company)		
Company Name:	----- (Please Print)	
<b>Executed</b> by the Vendor in accordance with section 127 of the Corporations Act 2001:	----- Director/Secretary signature	----- Witness signature
	----- Full Name (Please print)	----- Witness Name (Please print)
	----- Director/Secretary signature	----- Witness signature
	----- Full Name (Please print)	----- Witness Name (Please print)
<b>Signed sealed and delivered</b> by Vendor's attorney under the power of attorney specified (who by signing this document confirms he/she does not have notice of the revocation, termination or suspension of the power):  <b>Power of Attorney</b> Date: Book:                      No.	----- Attorney signature	----- Witness signature
	----- Full Name (Please print)	----- Witness Name (Please print)

**Executed by Purchaser**

**Signed** by the Purchaser/s in the presence of:

-----  
Purchaser signature

-----  
Witness signature

-----  
Purchaser Name (Please print)

-----  
Witness Name (Please print)

-----  
Purchaser signature

-----  
Witness signature

-----  
Purchaser Name (Please print)

-----  
Witness Name (Please print)

**Executed by Purchaser (if Company)**

Company Name:

----- (Please Print)

**Executed** by the Purchaser in accordance with section 127 of the Corporations Act 2001:

-----  
Director/Secretary signature

-----  
Witness signature

-----  
Full Name (Please print)

-----  
Witness Name (Please print)

-----  
Director/Secretary signature

-----  
Witness signature

-----  
Full Name (Please print)

-----  
Witness Name (Please print)

**Signed sealed and delivered** by Purchaser's attorney under the power of attorney specified (who by signing this document confirms he/she does not have notice of the revocation, termination or suspension of the power):

-----  
Attorney signature

-----  
Witness signature

-----  
Full Name (Please print)

-----  
Witness Name (Please print)

**Power of Attorney**

Date:

Book: No.



## **GUARANTEE AND INDEMNITY**

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This Clause applies if there is a Guarantor. If the purchaser is a company then the persons executing this contract on behalf of that company by their execution hereof agree that each of them also bind him/herself in his/her personal capacity as such as Guarantor by that signature.

- (a) The Guarantor gives this guarantee and indemnity in consideration for the Vendor agreeing to enter into this contract. The Guarantor acknowledges the receipt of valuable consideration from the Vendor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.
- (b) The guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract.
- (c) As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Vendor against all liability or loss arising from, and any cost, incurred in connection with a breach by the Purchaser of this contract. It is not necessary for the Vendor to incur expense or make payment before enforcing the right of indemnity.
- (d) The Guarantor agrees to pay interest on any amount payable under this guarantee and indemnity from when the amount becomes due for payment until it is paid in full. Accumulated interest is payable at the end of each month. The interest rate to be applied to each balance is at ten per cent (10%) per annum.
- (e) The Guarantor waives any right it has of first requiring the Vendor to commence proceedings to enforce any other right against the Purchaser or any other person before claiming under this guarantee and indemnity.
- (f) This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- (g) The liability of the Guarantor and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, but not limited to, one or more of the following:
  - (i) The Vendor granting time or other indulgence to, compounding or comprising with or releasing the Purchaser;
  - (ii) Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor;
  - (iii) Any transfer of a right of the Vendor;

- (iv) Any variation, assignment, extension renewal of this contract; or
  - (v) The invalidity or unenforceability of an obligation or liability of a person under this contract.
- (h) The Guarantor may not, without the Vendor's approval:
  - (i) Raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity;
  - (ii) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Purchaser in connection with this contract;
  - (iii) Make a claim or enforce a right against the Purchaser or its property; or
  - (iv) Prove competition with the Vendor if liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due, until all money payable to the Vendor in connection with this contract is paid.
- (i) If a claim that payment to the Vendor in connection with this contract or this guarantee and indemnity is void or voidable (including, but not limited to, a claim under laws relating to liquidation, administration, insolvency or protection of creditors) is upheld, conceded or comprised then the Vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity if the payment had not occurred.
- (j) The Guarantor agrees to pay or reimburse the Vendor on demand for:
  - (i) The Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including but not limited to, legal costs and expenses on a full indemnity basis; and
  - (ii) All stamp duties, fees, taxes and charges which are payable in connection with this guarantee and indemnity or a payment, receipt or other transaction contemplated by it.
- (k) Where there is more than one guarantor each guarantor gives the guarantees and indemnities in this Clause jointly and severally and the vendor may enforce the guarantees and indemnities against any one guarantor separately from and without any obligation to enforce them against any other guarantor

### **GUARANTEE AND INDEMNITY (EXECUTION PAGE)**

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and condition of this Contract for Sale, and Guarantee and Indemnity, in its entirety.

#### **Guarantor 1:**

**Signature of witness:**

**Signature of guarantor:**

**Name of witness:**

**Name of guarantor:**

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**Address of witness:**

**Address of guarantor:**

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#### **Guarantor 2:**

**Signature of witness:**

**Signature of guarantor:**

**Name of witness:**

**Name of guarantor:**

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**Address of witness:**

**Address of guarantor:**

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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—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.



- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
  - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
    - either *party* serving notice of the event happening;
    - every *party* who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <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>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <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>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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'</i> <i>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Unit 2 / 5-7 Macpherson Street WARRIEWOOD NSW 2102

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### 33. Definition and interpretation

#### 33.1 Definitions

Words and phrases defined in the Standard Form, and each term defined on the front page of this Contract, have the same meaning when used in these special conditions, even if those words are not capitalised or are not italicised in these special conditions.

The following words are also defined items in this Contract (unless contrary intention appears:

- (a) **Approval** means each approval from a Relevant Authority necessary for the Development.
- (b) **Bank cheque** means an cheque in favour of the vendor for an amount equal to 10% the price which of :
  - (i) is issued by Commonwealth Bank of Australia, Westpac Banking Corporation, St George Bank, Australia and New Zealand Banking Group, National Australia Bank;
- (c) **Building** means the building or buildings to be constructed on the Development Site that will be the subject of the Strata Scheme.
- (d) **Building Management Statement** means the building management statement which, subject to the vendor's rights under this Contract, may be registered in relation to the building.
- (e) **Development Site** means the lands contained in certificate of title folio identifiers 1/314508 & 21/1080979 at the contract date.
- (f) **By-Laws** means the draft by-law proposed to be adopted for the Strata Scheme.
- (g) **Common Property** means the common property created on registration of the Strata Scheme.
- (h) **Strata Plan** means a registered Strata Plan annexed to this Contract.
- (i) **Owners Corporation** means the Owners Corporation constituted on registration of the Strata Plan.
- (j) **Occupation Certificate** has the same meaning as in the Environmental Planning and Assessment Act 1979 (NSW), a copy of which is attached to this Contract.

- (k) **Restriction Action** means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminated this Contract or seek to delay completion of this Contract.
- (l) **Particular Special Condition** means an exclusive use right garden in front of its property on completion of the Contract for Lot 1 to Lot 4 in clause 56 in this Contract
- (m) **Contract** means the terms, conditions and provisions of this Contract and includes all parts, exhibits, schedules, annexures and attachments to this Contract including the Disclosure Statement).
- (n) **Standard Conditions** the conditions of sale contained in the NSW Standard Form of Contract for sale of Land – 2019 edition, as amended by these special conditions.
- (o) **Conveyancing Act** means the Conveyancing ACT 1919 (NSW).
- (p) **Conveyancing Regulation** means the Conveyancing (Sale of Land) Regulation 2017(NSW).
- (q) **Cosmetic or Superficial Defects** includes fair wear and tear, minor settlement cracks or shrinkage, tears, scratches, minor chips and blemishes to finished surfaces or matters of normal maintenance.
- (r) **Date for Completion** has the meaning 42 days, refer to clause 37 of this Contract.
- (s) **Defect** means any defect in the property arising from faulty materials or faulty workmanship (excluding Cosmetic or Superficial Defects).
- (t) **Defects Period** means the period of 90 days commencing 1 day after the completion.
- (u) **Special defect** means a structural fault or other Defect in the property which makes the property uninhabitable.
- (v) **Development** means the development to be constructed on the Development Site by the vendor including the construction of the Building.
- (w) **Development Amendments** means amendments to the any documents (including but not limited to any plans, drawings, sketches, certificates or specifications) relating to the Development or changes to the Building, works or structures for the Development that are required by a Relevant Authority or desired by the vendor, including (but not limited to) changes to:
  - (i) the street address of the Strata Scheme;
  - (ii) the number and configuration of lots in the Strata Scheme and the Development Site;
  - (iii) the location and layout of improvements including floor areas or ceiling heights in the Building;
  - (iv) the exterior of the Building and internal layout of the building, including lots in the Building;

- (v) not entitlements and the locations, dimensions and areas of apartments, terraces; balconies, car parking and storage spaces;
  - (vi) traffic and pedestrian access to and from the Building;
  - (vii) the Strata Documents;
  - (viii) the Stratum Documents; and other documents relating to the Strata Scheme.
- (x) **Guarantor** means each person identified in this contract as a guarantor.
- (y) **Sunset Date** means 30 June 2021 subject to any extension permitted under this Contract in clause 37.

## 33.2 Interpretation

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The following rules of interpretation apply unless the context requires otherwise:

- (a) Headings and underlines are for convenience only and do not affect the interpretation of this contract;
- (b) Words importing the singular include the plural and vice versa;
- (c) "including and similar expressions are not words of limitation;
- (d) A covenant or agreement on the part of two or more personas binds them Jointly and severally;
- (e) No provision of this Contract will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;
- (f) A reference to a solicitor includes a party's representative (if any) named in this Contract;
- (g) A reference to a party includes that party's executors, administrators, successors and assigns ;
- (h) A reference to dollars "\$", or amounts of money is expressed in Australian dollars; and
- (i) If there is any inconsistency between the Printed Conditions and the special conditions, the special conditions prevail.

## 34 Amendments to the Printed Form of Contract

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34.1 Clause 1 to 32 of the Standard Conditions are amended as follows:

- (a) clause 1 is amended as set out below:



'adjustment date' means the Date for the Completion;

'business day' means a day on which trading banks are open for business in Sydney and excludes a Saturday, Sunday or public holiday and any period of 5 business days commencing first business day after 25 December,

'deposit holder' means the vendor's solicitor; and 'property' means the lot or lots in the Strata Plan the subject of this Contract.

(b) Clause 2 is deleted in this entirely and replace by clause 40.

(c) In cause clause 7.1.1 is deleted.

(d) 7.2.1 the percentage 10% is deleted and replace with 1%

(e) Clause 8.1 is deleted and replaced with the following:

The vendor can rescind if:

8.1.1 *the vendor is unable or unwilling to comply with an objection, requisition or claim;*

8.1.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*

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

(f) Clause 12 is deleted

(g) Clauses 13.1 and 13.12 (inclusive) are deleted

(h) Clause 16.6 is deleted.

(i) Clause 16.7 is amended by deleting the words 'cash' (up to \$2000).

(j) Clause 16.8 is deleted.

(k) Clause 18 is amended by adding the following provision:

18.8 *the purchaser cannot take any Restricted Action after entering into possession.*

(l) Clause 20.4 is amended by inserting the words "or guarantor" after the word "party".

(m) The following new clauses 20.6.8 to 20.6.11 are inserted as follows:

20.6.8 served on the purchaser if it is sent electronically by email to the email address of the purchaser's solicitor;

20.6.9 for the purposes of clause 20.6.5 a fax is deemed to be served on a party if the sender's fax machine issues a receipt confirming that all pages have been successfully transmitted;

- 20.6.10 for the purposes of clause 20.6.9 an email is deemed to be served on a party unless the sender is notified that the email has not been successfully sent; and
- 20.6.11 served on the next Business Day, where a document is served on a day that is not a Business Day

(n) Clauses 23 to 29 are deleted in their entirety

(o) Clause 30.5 is amended by replacing the words 'of the effective date' with the words 'prior to the Date for Completion'.

## **35 Construction and Development Activities**

---

35.1 the vendor will cause the Building to be constructed in a proper and workmanlike manner and generally in accordance with the requirements of any Relevant Authority.

35.2 the vendor discloses that the vendor may:

- a) Carry out Development Activities and may make Development Amendments (without prior notice to the purchaser):
  - i. To meet, or arising out of, the requirements of any Relevant Authority or Approval;
  - ii. To substitute materials where obtaining materials is difficult or involves additional time or costs to the vendor (provided the replacement materials are substantially similar in quality and amenity); or
  - iii. If desirable to the vendor (acting reasonably).
- b) Carry out some or all of the Development Activities before or after completion of this Contract;
- c) There may be disruptions, interruptions or noises arising from the vendor's Development Activities in the vicinity of the property including activities that may:
  - i. Cause noise, dust, vibration and disturbance to owners and occupiers of the Building;
  - ii. Cause temporary interference with Services to the Building;
  - iii. Require access to the Development Site (including airspace over the Building); and
  - iv. Obstruct views from the Building or the property.

- d) Landscaping to the Development may not be finished before completion of this Contract and the vendor may finish the landscaping at any time after completion of this Contract .

35.3 the purchaser acknowledges the vendor's disclosures made in clause 35.2 and agrees that the purchaser cannot take any Restricted Action in respect of any interruptions, disruptions disturbance, interference, obstruction, noise or inconvenience caused by the vendor's Development Activities in the vicinity of the property occurring after completion of this Contract.

## **36 Defects**

---

36.1 the purchaser cannot take any Restricted Action in respect of any Cosmetic or Superficial Defect and/or Defect and an Occupation Certificate issues in respect of the property is conclusive evidence that there are no Cosmetic or Superficial Defects.

36.2 after completion and before the end of the Defects Period (time is of the essence), the purchaser may serve on the vendor one notice describing any Defects in the property that the purchaser has notice of. If there is a Defect, the vendor will, in a proper and workmanlike manner, repair or rectify the notified Defects within a reasonable time after receipt of the purchaser's notice.

36.3 the purchaser must ensure the vendor has access to the property at all reasonable times to make good any Defects notified to the vendor under clause 36.2.

36.4 the vendor is not obliged to repair any Defects prior to completion except for Special Defects of which the purchaser gives notice to the vendor prior to the Date for Completion-

36.5 any disagreement or dispute with respect to Defects may be referred by either party to an Expert (see clause 51) before the expiry of the Defects Period (time of the essence). If neither party refers any disagreement or dispute to an Expert before the Defects Period expires then the purchaser accepts the property despite anything contained in any purchaser's notice given under clause 36.2 and waives its rights under that clause.

36.6 without prejudice to the purchaser's rights granted under this clause 36, the purchaser cannot otherwise take any Restricted Action against the vendor in relation to any Defects.

## **37 Sunset Date**

---

37.1 the Strata Plan is registered and the Completion Date is 42 days after the contract date.

37.2 despite clause 37.1 or any other provision of this Contract, the vendor has its right to extend the Sunset Date by a period determined by the vendor in its absolute discretion if the vendor is delayed by any cause arising from any delay in obtaining any Approval, procuring

construction of the Building, carrying out Development Activities, or registering the Strata Documents or by any matter, act or thing affecting the Development that is beyond the vendor's control. The vendor may extend the Sunset Date by more than 6 months or 12 months or further 12 months after the first 12 months Sunset Date in aggregate without the purchaser's prior consent which will not be unreasonably withhold.

## **38 Completion Date**

---

In this Contract, Date for Completion' means the latest of:

- a. 21 days after the vendor serves on the purchaser copies of the registered Strata Plan and any other document registered with the Strata Plan;
- b. 14 days after the vendor serves on the purchaser a Notice to complete.
- c. 42 days after the contract date.

## **39 Purchaser delay**

---

- 39.1 if for any reason, the purchaser does not complete this Contract on or before the Date for Completion then on completion the purchaser must pay to the vendor interest calculated at 10% per annum on the unpaid balance of the price in respect of the period commencing on the day after the Date for Completion and ending on completion. It is agreed that this interest calculation represents a genuine pre-estimate of the vendor's losses and damages if completion is delayed otherwise than by the vendor's default.
- 39.2 the parties agree that clause 39.1 is an essential term of this Contract and the purchaser cannot require the vendor to compete this Contract unless the interest payable under that clause is paid to the vendor on completion.
- 39.3 despite clause 39.1, the purchaser need not pay interest in respect of any part of any period during which completion has been delayed due only to the fault of the vendor.
- 39.4 if either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this Contract within 14 days after the date of service of the notice. For the purposes of this clause, 14 days will be reasonable notice and will be deemed both at Law and in equity to be sufficient notice to make time of the essence of this Contract. If the vendor serves a valid notice to complete, the purchaser must on completion pay to the vendor an additional sum of \$550.00 (inclusive of GST) for the vendor's additional legal costs incurred in issuing a notice to complete (in addition to all other moneys required to be paid by the purchaser) and the purchaser cannot require the vendor to complete this Contract unless the fee is paid to the vendor on completion.

**40.1      RELEASE OF DEPOSIT**

Despite any other provision in this Contract or any figure written or state on the front page to the Contract, the deposit is for an amount equal to 10% of the price and the purchaser must pay the deposit in full to the deposit holder on or before the contract date;

40.2      the time for payment of the deposit is essential. If any of the deposit is not paid on time or a bank cheque, or transfer for any of the deposit is dishonoured then the vendor can terminate this Contract at any time prior to payment of the deposit in full by the purchaser;

40.3      the vendor and the purchaser will direct the deposit holder:

- (a) To pay the deposit in the nominated account of the Developer's Company known Liby Property Warriewood Pty Ltd;
- (b) The Developer agrees to pay 3% interest annually and the 3% interest will be shared equally (half-share of the interest earned) between the vendor and the purchaser.
- (c) The developer agrees to pay interest pursuant to clause 40.3 (b) on the Completion Date of this contract and:
  - i.      Deduct any bank fees and taxes from interest earned on the deposit;
  - ii.     Deduct from the interest earned on the deposit and pay to the deposit holder an amount equal to \$220 inclusive of GST being for administration costs associated with the management of the controlled monies account; and
  - iii.    Pay the balance of the deposit and interest earned in accordance with this clause.

40.4      on the completion each party becomes entitled to a half-share of the interest earned from the deposit unless:

- i.      The purchaser does not complete this Contract on or before the Date for Completion;
- ii.     This contract is validly terminated in which event the party that validly terminates the Contract is entitled to the deposit and any interest earned from the deposit fund;

- iii. Is rescinded in which event the purchaser is entitled to the deposit and any interest earned on from the deposit; or
  - iv. Is disclaimed by a party's liquidator or trustee in bankruptcy in which event the other party is entitled to the deposit and any interest earned from the deposit fund.
- 40.5 the purchaser (and each person or entity comprising the purchaser) must provide deposit holder with their tax file number/s on or before the contract date. If the purchaser fails to provide its tax file number to the deposit holder on time and as a result, tax is deducted from the interest earned on the deposit calculated at the highest marginal tax rate or as otherwise specified under the Income Tax Assessment Act 1936 (Cth) then all interest earned on the deposit will be paid to the vendor.
- 40.6 the Deposit holder has no obligation to invest the deposit:
- (a) Until the purchaser gives the deposit holder its tax file number (unless the purchaser is a foreign person (as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth) and, if the purchaser fails to provide its tax file number within three business days after the date of this Contract (and in this respect time is of the essence), it has no entitlement to interest earned on the deposit.
  - (b) Unless the deposit is paid by transfer or by cheque and is equal to a minimum of 10% of the price;
  - (c) Until the whole of the deposit is paid; or
  - (d) If the Date for Completion of this Contract falls on the date that is earlier than 90 days after the contract date.

## **41 Deposit**

---

The purchaser must pay the deposit to the deposit holder by transfer or by bank cheque or other immediately available funds acceptable to the vendor.

- 41.1 The purchaser may pay the deposit by delivering a Bank Cheque to the deposit holder on or before the contract date (time of the essence).
- 41.2 The vendor may claim on the deposit at any time after the purchaser is in default under this Contract. The vendor may apply money that it receives from the deposit money payable by

the purchaser including but not limited to damages that the purchaser must pay to the vendor in relation to this Contract.

- 41.3 If the purchaser defaults then without reference to the purchaser the vendor may make a claim on from the deposit money and the purchaser must not do anything that would prevent the vendor claiming from the deposit fund.

## 42 Outgoings

---

- 42.1 If, by the date occurring 3 Business Days before the Date for Completion, no separate assessment has been issued for council rates, water rates or land tax in respect of the property then no regard is to be had to the actual assessment when it issues and the purchaser agrees to accept each amount set out below as the amount payable for the relevant outgoing on completion and which is to be adjusted between the parties on an 'as paid' basis:
- (a) \$385 (Inclusive GST) per quarter will be taken to be the amount of council rates payable in respect of the property; and
  - (b) \$275 (Inclusive GST) per quarter will be taken to be the amount of water rates payable in respect of the property;
  - (c) \$1,980 (Inclusive GST) per annum will be taken to be the amount of land tax required to be adjusted in respect of the property;
- 42.2 The vendor will pay all actual council rates, water rates and land tax payable in respect of the property for those periods referred to in clause 42.1, and no further adjustment between the parties will then be made in respect of those items.
- 42.3 The vendor discloses that Sydney Water has adopted a policy of raising a quarterly charge in relation to each residential lot in a strata scheme immediately on registration of a strata scheme

of approximately \$250 (exclusive GST). The purchaser acknowledges that this charge does not represent a "separate assessment" for the purposes of clause 42.2. The vendor must pay the charge upon receipt of a proper tax invoice and the purchaser must reimburse the vendor \$250 (exclusive GST) for that charge on completion in addition to the adjustment amounts calculated under clause 42.1.

- 42.4 The vendor and the purchaser must also adjust under clause 14.1, on a unit entitlement basis, any normal operating expenses paid by the vendor for or on behalf of the Owners Corporation, which would normally be payable from the administrative fund or the capital works fund of the Owners Corporation including building insurance, other appropriate insurances and maintenance expenses of a recurring nature.

## **43 Land Tax**

---

Despite clause 42.1 or any other provision of this Contract, if, by the date occurring 3 Business Days before the Date for Completion, a land tax assessment notice in respect of the Development Site is available but no separate land tax assessment has been issued for the property then:

- (a) the parties must adjust on the actual land tax charged on the Development Site in accordance with clause 14.1 and on a unit entitlement basis;
- (b) the vendor must provide a current land tax certificate in accordance with the Conveyancing Regulation but the purchaser cannot take any Restricted Action if the land tax certificate provided by the vendor shows there is land tax charged on the property and the purchaser must complete this contract on the Date for Completion;
- (c) the purchaser agrees and acknowledges land tax (if any) charged on the property may not be cleared until the vendor pays in full all land tax charged on the Development Site;
- (d) the vendor must pay all land tax charged on the Development Site by the due date or date shown on the land tax assessment notice issued in respect of the Development Site.

## **44 No Caveat**

---

The purchaser must not lodge a caveat or a priority notice under the Real Property Act 1900 (NSW) over the title/s of the Development Site and the property (or either of them) before completion. If the purchaser lodges a caveat or priority notice over the title/s of the Development Site or the property (or either of them) before Completion:

- (a) the vendor is entitled to terminate this Contract by giving a notice in writing to the purchaser and the provisions of clause 9 will apply; and
- (b) the purchaser must indemnify the vendor against all costs suffered, incurred, paid or payable by the vendor arising from or connected with the lodgement of the caveat or priority notice.



## 45 Representation and Warranties

---

The purchaser has, in entering this Contract, relied on its own inquiries relating to the Property, the Strata Scheme and the Land and has had the opportunity to seek independent legal advice and has inspected all documentation attached to this Contract, and is aware of all of the terms of and restrictions and prohibitions contained in the documentation attached to the enclosed documents and to this Contract. The purchaser warrants that, unless stated otherwise in this Contract, the purchaser has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the vendor or on the vendor's behalf, including any:

- (a) statement, representation, promise or warranty in respect of any matter relating to the property, the Strata Scheme or the Development Site or any matter which has or may have an effect on the property;
- (b) any current or future potential financial return to be derived from the property;
- (c) proposed development projects in the vicinity of the property and the impact (if any) they may have on the purchaser's ownership, use and enjoyment of the property;
- (d) documents or brochures produced;
- (e) images, computer generated images or content in connection with property, the Strata Scheme or the Development Site;
- (f) display suite or sales office; or
- (g) whether or not the current or proposed use/s of the property are permitted under planning or other Laws,

and the purchaser cannot take any Restricted Action in relation to any matter referred to above.

## **46 Form of Requisitions**

---

The purchaser is only entitled to serve requisitions on title in the form attached to this Contract only after registration of the Strata Plan (and any requisitions arising out of the vendor's replies thereto) and the vendor is not obliged to reply to any other requisitions on title.

## **47 Real Estate Agent**

---

The purchaser warrants to the vendor that it has not been introduced to the vendor or the property by any person other than the vendor's agent named on the front page of this Contract. The purchaser indemnifies the vendor against any cost, claim or liability paid, payable or incurred by the vendor as a result of a breach of the purchaser's warranty.

## **48 GST**

---

- 48.1 Any reference in this clause 48 to a term defined or used in the GST Act is a reference to that term as defined or used in the GST Act.
- 48.2 The price is inclusive of GST.
- 48.3 The parties agree that the supply of the property to be made under this Contract is a taxable supply
- 48.4 the parties agree that the margin scheme is to apply to the supply of the property.
- 48.5 The purchaser is not entitled to receive a tax invoice in respect of the sale of the property as a taxable supply applying the margin scheme.
- 48.6 If any supply made under or in connection with this Contract (other than a supply of the property) is a taxable supply then the consideration for that supply is increased by an amount equal to the consideration otherwise payable for the supply multiplied by the GST rate. The additional consideration is, subject to the supplier issuing a tax invoice to the recipient, payable at the same time and in the same manner as the consideration to which it relates.
- 48.7 If an adjustment of GST is required as a result of an adjustment event in respect of a supply made pursuant to this Contract, then:
- 48.8 a corresponding adjustment of GST payable under this Contract must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable; and
- 48.9 the supplier, if obligated to do so under the GST law, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable.
- 48.10 The rights and obligations under this clause 48 do not merge on completion of this Contract.

## 49 GST Residential Withholding Payment

---

In this clause:

**ATO** means Australian Tax Office.

**Electronic Workspace** means a shared platform used to facilitate Completion electronically.

**Financial Settlement Schedule** means the financial settlement schedule agreed between the parties contained in the Electronic Workspace.

**GST Property Completion Date Form** means a form required to be submitted to the ATO by the purchaser which:

- (a) confirms the Completion Date; and
- (b) the amount of the Residential Withholding Payment.

**Residential Payment Notification** means a GST property settlement withholding notification required to be given to the Vendor by the purchaser in accordance with Section 16-150(2) of Schedule 1 of the TA Act.

**Residential Withholding Payment** means a payment which the purchaser must make under Section 14- 250 of Schedule 1 of the TA Act.

**TA Act** means *Taxation Administration Act 1953 (Cth)*.

49.6 If the purchaser must make a Residential Withholding Payment, the purchaser must:

49.7 at least 10 Business Days before the Date for Completion, serve the vendor's solicitor with evidence of submission of a Residential Payment Notification form to the ATO 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;

49.8 on the date of completion, serve the vendor's solicitor with evidence of submission of a GST Property Completion Date Form and pay the Residential Withholding Payment by electronic funds transfer to the account nominated by the Deputy Commissioner of Taxation as shown in the Financial Settlement Schedule.

49.9 The purchaser indemnifies the vendor from any loss or damage however arising from its failure, refusal or neglect to comply with its obligations to make a Residential Withholding Payment arising from the TA Act and this Contract.

49.10 This clause does not merge on completion.

## 50 FIRB

---

- 50.1 In this clause, '**FIRB**' means the Foreign Investment Review Board.
- 50.2 The vendor discloses that it intends to obtain from the FIRB an advanced off-the-plan certificate under the Foreign Acquisitions and Takeovers Act 1975 (Cth) for the Development and sales by the vendor to foreign persons (as defined in the Foreign Acquisitions and Takeovers Act 1975 (Cth)). The vendor will give the purchaser a copy of the certificate after it obtains it (unless a copy of the certificate is already attached to this Contract).
- 50.3 The purchaser:
- (a) must complete and sign the FIRB disclosure form attached to this contract on or before the contract date whether or not the purchaser is a foreign person;
  - (b) warrants that the purchaser's FIRB status indicated by the purchaser in the FIRB disclosure form is correct and complete;
  - (c) authorises the vendor to disclose the terms of this Contract and the purchaser's details to the FIRB for the purpose of complying with the conditions of the FIRB approval; and
  - (d) must at its cost promptly on demand provide all details necessary for the vendor to comply with FIRB requirements including providing their full names, addresses, residency status and nationalities.
- 50.4 If the vendor becomes liable to pay any fee to any Relevant Authority in connection with the purchaser's acquisition of the property because of the purchaser's residency, including if the purchaser is a foreign person (as defined in the Foreign Acquisitions and Takeovers Act 1975(Cth)), the purchaser indemnifies the vendor for that fee and must:
- (a) pay the vendor the amount of the fee on or before the date that is 90 days after the contract date; or
  - (b) provide the vendor with evidence that FIRB approval has been obtained by the purchaser on or before the date that is 90 days after the contract date.
- 50.5 Irrespective of any other clause of this Contract, if the purchaser indicates on the FIRB disclosure form attached to this contract or otherwise informs the vendor that the purchaser is a foreign person then the following conditions apply:
- (a) this Contract will be subject to and conditional on the purchaser obtaining FIRB approval for the purchase within 42 days after the date of this Contract;
  - (b) If the condition in paragraph (a) is not satisfied, either party may rescind this Contract by giving notice to the other party within 21 days of the date of this Contract and clause 19 applies except that the vendor will be entitled to deduct from the deposit and keep \$1,100 (inclusive of GST) for the vendor's

legal costs incurred to the date of rescission and the purchaser agrees that \$1,100 (inclusive of GST) represents a genuine pre-estimate of the vendor's loss arising from the purchaser's failure to obtain FIRB approval;

- (c) if the condition in paragraph (a) is not satisfied and this Contract has not been rescinded under paragraph (b) then the vendor may at any time after the date being 21 days after the date of this Contract terminate this Contract by giving notice to the purchaser and clause 9 applies;
- (d) the purchaser must apply to FIRB for FIRB approval within 14 days after the contract date;
- (e) the purchaser must use its best endeavours to obtain FIRB approval; and
- (f) the purchaser must immediately notify the vendor in writing of the outcome of any application for FIRB approval made by the purchaser (such notification to include a copy of the relevant determination from FIRB).

50.6 If for any reason FIRB prohibits the transfer of the property to the purchaser at any time before completion, then the purchaser must immediately notify the vendor of the prohibition in writing and the vendor may terminate this Contract by giving written notice to the purchaser at any time after the vendor learns of that prohibition and clause 9 will apply to that termination.

50.7 The purchaser indemnifies and will keep indemnified the vendor against all losses, damages, liabilities, claims, costs and expenses incurred by the vendor arising out of any breach of any provisions of clause 49 by the purchaser.

## 51 Expert

---

If a disagreement or dispute arises under this Contract then either party may refer the dispute to an Expert in which event:

- (a) the Expert acts as an expert and not as an arbitrator;
- (b) the Expert's decision is final, conclusive and binding on the parties; and
- (c) the costs of the determination are to be paid as the Expert decides but if the Expert does not make a decision about costs, then they are to be paid by the party against whom the Expert's decision is made or if there is no such party, by the parties equally.

## 52 Insolvency and bankruptcy

---

52.1 Without affecting any other right of the vendor, if any purchaser:

- (a) is an individual who before completion:

- (i) dies;
- (ii) becomes mentally ill; or
- (iii) is declared bankrupt,

then the vendor may rescind this Contract and the provisions of clause 19 apply; or

(b) is a corporation and before completion:

- (i) it enters into a scheme;
- (ii) it makes any arrangement for the benefit of creditors;
- (iii) an order is made to wind up the purchaser;
- (iv) a liquidator or administrator is appointed in respect of the purchaser;
- (v) a mortgagee enters into possession of all or substantial part of the assets of the purchaser;
- (vi) it is deemed by any relevant legislation to be unable to pay its debts; or
- (vii) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the purchaser;

then the vendor may rescind this Contract and the provisions of clause 19 apply.

## 53 Privacy Act

---

53.1 The purchaser consents to its personal information being:

- (a) used by the vendor:
  - (i) in connection with the vendor's business; or
  - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor if required or permitted by Law;
- (c) disclosed by the vendor:
  - i. as specified in any applicable privacy statement; and
  - ii. to any person with whom the vendor deals in connection with the vendor's business, including persons who are overseas.

53.2 The purchaser acknowledges and agrees that the vendor may collect information about the purchaser set out in this Contract or made available to the vendor in relation to this Contract and that the vendor may disclose that information in relation to this Contract to:

- (a) the vendor's agent (or prospective agent);
- (b) the vendor's financier or financial adviser (or prospective financier or financial adviser);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the vendor deals with in connection with the vendor's business, including persons who are overseas.

## 54 Miscellaneous

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54.1 If the purchaser is a trustee of a trust then it enters into this Contract in both its personal capacity and as trustee of the trust and the purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this Contract.

54.2 This document is governed by the law in force in New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and any Court that may hear appeals from those Courts in respect of any proceedings in connection with this document

54.3 This document may be executed in one or more counterparts and together they will be construed as one document.

54.4 A variation of any term of this Contract must be in writing and signed by the parties.

54.5 A waiver of a condition of the operation of this Contract must be in writing and signed by the party having the benefit of the waiver.

54.6 This Contract constitutes the entire agreement between the parties in respect of its subject matter. In particular the parties acknowledge that no oral statement or communicated between the parties and/or their agents and representatives or brochure or other written material provided on behalf of a party, by its agent or representative has been interpreted as in any way qualifying the terms of this Contract.

54.7 The rights and obligations of the parties will not merge on Completion of this Contract. All provisions of this Contract will have application after Completion for as long as necessary to give effect to the operation of those provisions.

54.8 Any provision of this Contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or



enforceability of the remaining provisions of this Contract will not be affected.

## **55 Personal guarantee and indemnity**

---

- 55.1 This clause 54 applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- 55.2 If each director of the purchaser has not signed this clause as a Guarantor then the purchaser is in default under this Contract and, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this Contract by serving a notice at any time prior to completion and the provisions of clause 9 will apply in that event.
- 55.3 In consideration of the vendor entering into this Contract at the guarantors' request, the guarantor guarantees to the vendor:
- (a) payment of all money payable by the purchaser under this Contract; and
  - (b) the performance of all of the purchaser's other obligations under this Contract.
- 55.4 The Guarantor:
- (a) 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; and
  - (b) must pay on demand any money due to the vendor under this indemnity.
- 55.5 The Guarantor is jointly and separately liable with the purchaser to the vendor for:
- (a) the performance by the purchaser of its obligations under this Contract; and
  - (b) 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.
- 55.6 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.
- 55.7 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 55.8 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;

- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) 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;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

55.9 This clause 54 binds the guarantor and the executors, administrators and assigns of the guarantor and operates as a deed between the vendor and the guarantor.

55.10 The deed constituted by this clause 54 binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

55.11 This clause 54 is an essential term of this Contract.

## **56 No Merger**

---

If any provision of this Contract confers rights to or obligations on any party which continue after completion, each party agrees that such provision does not merge on completion

## **57 Severability**

---

If the whole or any part of a provision of this contract is void, unenforceable or illegal in a jurisdiction it is severed from that jurisdiction. The remainder of this contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

## **58 Particular Special Condition to Lot 1, Lot 2, Lot 3 and Lot 4**

---

Note: This Special Conditions applies to Lots 1 to Lot 4. This Special Condition form parts of the Contract and modifies and varies the other provisions of the Contract. Where there is a discrepancy or inconsistency between this Special Condition and another part of the Contract, this Special Condition prevails but only to the extent necessary to resolve that discrepancy or inconsistency.

Particular Special Condition clause 58 is added to the Contract as follows:

58.1 The Purchaser is entitled to an exclusive use right to the garden in front of its property on completion of the Contract. This does not include the 2 meter area from

the front of the unit to the front garden (2 meter area). For the avoidance of double the 2 meter area is part of the title to the property and the garden is not. Therefore, there is no requirement to grant an exclusive use right for the 2 meter area.

- 58.2 The Purchaser agrees and acknowledges that its will take full responsibility to take reasonable care of the fences and will be liable for any damages to the fence including but not limited to the repair and replacement and any other work associated with maintaining fence in its current condition at its own costs and expense.
- 58.3. The Purchaser agrees that its will keep all the lawn and garden neat and tidy, including mowing the lawn, and any gardening work associated with the front yard and garden its own and expenses.
- 58.4. The Purchaser agrees that if any dispute or claim arises with respect to the fences bordering its property, including any court proceedings, the Purchaser shall be the liable for any such costs and expenses unless and until a final determination of any court or settlement of any claim release otherwise

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 2/SP102633  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/1/2021	6:25 PM	1	29/1/2021

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 2 IN STRATA PLAN 102633  
AT WARRIEWOOD  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE  
-----

LIBY PROPERTY WARRIEWOOD PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP102633  
2 AP97157 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

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

14211

PRINTED ON 30/1/2021

Search Date/Time: 30/01/2021 6:25PM

LEGALSTREAM AUSTRALIA - 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.

\* 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.



FOLIO: CP/SP102633

SEARCH DATE	TIME	EDITION NO	DATE
4/5/2021	12:07 PM	1	29/1/2021

## LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 102633  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARRIEWOOD  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF NARRABEEN COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP102633

## FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 102633  
ADDRESS FOR SERVICE OF DOCUMENTS:  
405/38-44 PEMBROKE STREET  
EPPING NSW 2121

## SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 AM844410 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE & VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART DESIGNATED (A) IN DP1235677
- 4 DP1232289 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1232289 POSITIVE COVENANT

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

### STRATA PLAN 102633

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 109	2	- 103	3	- 102	4	- 110
5	- 119	6	- 111	7	- 113	8	- 112
9	- 121						

## NOTATIONS

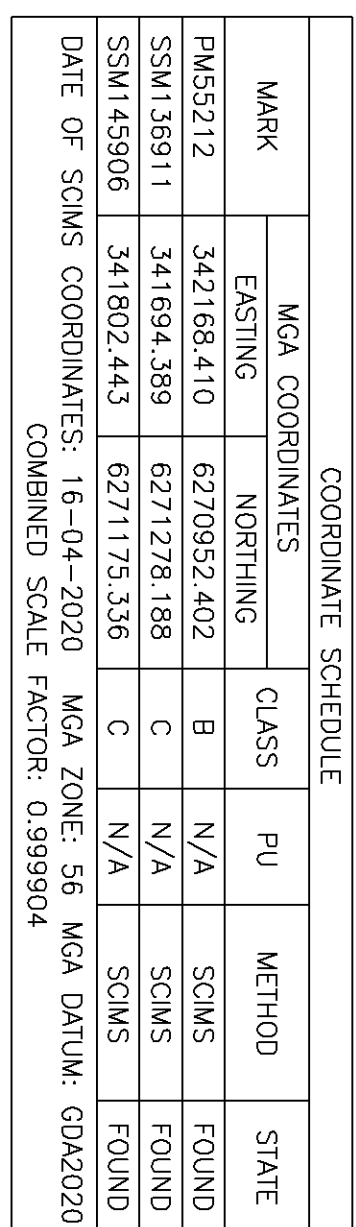
UNREGISTERED DEALINGS: NIL

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

21/01660

PRINTED ON 4/5/2021

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



DP1232289


PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  07.12.2020</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p><b>DP1232289</b></p>
<p><b>PLAN OF CONSOLIDATION OF LOT 1 IN DP314508 AND LOT 21 IN DP1080979</b></p>	<p>LGA: NORTHERN BEACHES          Locality: WARRIEWOOD          Parish: NARRABEEN          County: CUMBERLAND</p>
<p><b>Survey Certificate</b></p> <p>I, MARTIN YAMENG XU of M. Y. XU &amp; CO.,          162 Murray Farm Road, Beecroft NSW 2119          a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 23/04/2020, or</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding **.....)          was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</i></p> <p>Datum Line: 'X'-Y'          Type: *Urban/*Rural          The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature:  Dated: 26/10/2020</p> <p>Surveyor Identification No: 5501          Surveyor registered under          the <i>Surveying and Spatial Information Act 2002</i></p> <p><i>*Strike out inappropriate words.          **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....          Date: .....          File Number: .....          Office: .....</p> <hr/> <p><b>Subdivision Certificate</b></p> <p>I, .....          *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 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: .....          Registration number: .....          Consent Authority: .....          Date of endorsement: .....          Subdivision Certificate number: .....          File number: .....          *Strike through if inapplicable.</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1080979          DP1191859          DP314508</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 14211</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:



07.12.2020

Office Use Only

Office Use Only

DP1232289

PLAN OF CONSOLIDATION OF  
LOT 1 IN DP314508 AND  
LOT 21 IN DP1080979

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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: .....

Date of Endorsement: .....

PURSUANT TO S.88B CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT


Lot Number	Address Number	Road Name	Road Type	Locality Name
1	N/A	MacPherson	Street	Warriewood

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14211



PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only  
Registered:  07.12.2020

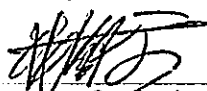
PLAN OF CONSOLIDATION OF  
LOT 1 IN DP314508 AND  
LOT 21 IN DP1080979

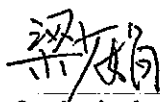
Subdivision Certificate number: .....  
Date of Endorsement: .....

DP1232289

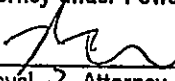
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

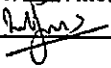
Company name: LIBY PROPERTY WARRIEWOOD PTY LTD  
Company ACN: 620 952 605  
Authority: Section 127 of the Corporations Act 2001

  
Signature of authorised person  
Name of authorised person: HAIBIAO LIN  
Position: Director

  
Signature of authorised person  
Name of authorised person: SHAOJUAN LIANG  
Position: Director

Mortgagee under Mortgage No. AP97157  
Signed at Hornsby this 10th day of November  
20 20 for National Australia Bank Limited  
ABN 12 004 044 937 by DAVID ZHANG  
its duly appointed Attorney under Power of Attorney  
No. 39 Book 4512

  
Attorney Signature, Level 3 Attorney

  
Witness Signature

THOMAS KAILA VEEDU  
Witness Name

Suite 301, Level 3  
Witness Address 22-28 Edgeworth David Street  
Hornsby NSW 2077

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14211

**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.**

(Lengths are in metres)

(sheet 1 of 4 sheets)

**Plan: DP1232289**

Plan of Consolidation of  
Lot 1 in DP314508 and Lot 21 in DP1080979

**Full name and address  
of the owner(s) of the land:**

LIBY PROPERTY WARRIEWOOD PTY LTD  
5-7 Macpherson Street, Warriewood NSW 2102

**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	Restriction on the Use of Land	1	Northern Beaches Council
2	Positive Covenant	1	Northern Beaches Council

**Part 2 (Terms)**

**Terms of restriction numbered 1 in the plan**

- 1.1 The registered proprietors covenant with the Northern Beaches Council (the “**Council**”) that they will not:
- (a) do any act, matter or thing which would prevent the structure and works from operating in an efficient manner; and
  - (b) 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; and
- 1.2 This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

- 1.3 For the purposes of this covenant:

“**Land**” means the lot(s) burdened by this covenant.

“**Structure and Works**” shall mean the on-site stormwater detention system constructed on the land and connected to the private stormwater system at 79-91 Macpherson Street, Warriewood, NSW (being CP/SP86892) as:

- (a) required under Council development application no. **NO248/16**; and
- (b) detailed in the plans forming Attachment E to the “*Site Water Cycle Management Report*” prepared by ING Consulting Engineers Pty Ltd in respect of 5-7 Macpherson Street, Warriewood, NSW 2102 dated August 2018;

including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

“**Act**” means the Conveyancing Act 1919.

.....  
Northern Beaches Council Authorised Person

(Lengths are in metres)

(sheet 2 of 4 sheets)

Plan: **DP1232289**

Plan of Consolidation of  
Lot 1 in DP314508 and Lot 21 in DP1080979

## Part 2 (Terms continue)

### Terms of positive covenant numbered 2 in the plan

- 2.1 The registered proprietors covenant with the Northern Beaches Council (the “Council”) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:
- (a) The registered proprietor will:
    - (i) keep the structure and works clean and free from silt, rubbish and debris; and
    - (ii) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner pursuant to the Maintenance Schedules for:
      - (A) Water Sensitive Urban Design Assets; and
      - (B) the “OSD Basin”,  
forming Attachment C to the “*Site Water Cycle Management Report*” prepared by ING Consulting Engineers Pty Ltd in respect of 5-7 Macpherson Street, Warriewood, NSW 2102 dated August 2018.
  - (b) For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
  - (c) The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works, or failure to clean, maintain and repair the structure and works.
  - (d) 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.
  - (e) Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
    - (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in IV hereof.
    - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

  
.....  
Northern Beaches Council Authorised Person

(Lengths are in metres)

(sheet 3 of 4 sheets)

Plan: **DP1232289**

Plan of Consolidation of  
Lot 1 in DP314508 and Lot 21 in DP1080979

**Part 2 (Terms continue)**

- (A) Any expense reasonably incurred by it in exercising its powers under sub-paragraph 2.1(e)(i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (B) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (f) This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

2.2 For the purposes of this covenant:

**"Land"** means the lot(s) burdened by this covenant.

**"Structure and Works"** shall mean the on-site stormwater detention system constructed on the land and connected to the private stormwater system at 79-91 Macpherson Street, Warriewood, NSW (being CP/SP86892) as:

- (a) required under Council development application no. **NO248/16**; and
- (b) detailed in the plans forming Attachment E to the *"Site Water Cycle Management Report"* prepared by ING Consulting Engineers Pty Ltd in respect of 5-7 Macpherson Street, Warriewood, NSW 2102 dated August 2018;

including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

**"Act"** means the Conveyancing Act 1919.

**Name of Authority having the power to release, vary or modify the restriction numbered 1 and the positive covenant numbered 2 in the plan is**

**NORTHERN BEACHES COUNCIL**

Company name: LIBY PROPERTY WARRIEWOOD PTY LTD

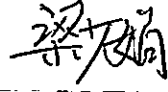
Company ACN: 620 952 605

Authority: Section 127 of the Corporations Act 2001

  
Signature of authorised person

Name of authorised person: HAIBIAO LIN

Position: Director

  
Signature of authorised person

Name of authorised person: SHAOJUAN LIANG

Position: Director

  
Northern Beaches Council Authorised Person

(Lengths are in metres)

(sheet 4 of 4 sheets)

Plan: **DP1232289**

Plan of Consolidation of  
Lot 1 in DP314508 and Lot 21 in DP1080979

Northern Beaches Council by its authorised delegate pursuant to s.377 Local Government Act  
1993 (NSW)

  
(Signature of delegate)

**ROBERT BARBATO**  
(Name of delegate)

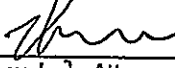
I certify that I am an eligible witness and that the delegate signed in my presence

  
(Signature of Witness)

**JESSICA HAGEN**  
(Name of Witness)

**c/o 725 PITTWATER RD, DEE WHY NSW 2102**  
(Address of Witness)

Mortgagee under Mortgage No. **AP97157**  
Signed at **Hornsby** this **10<sup>th</sup>** day of **November**  
**2020** for National Australia Bank Limited  
ABN 12 004 044 937 by **DAVID ZHANG**  
its duly appointed Attorney under Power of Attorney  
No. 39 Book 4512

  
Attorney Signature, Level **3** Attorney

Witness Signature

**THOMAS KAVILAVEEDU**

Witness Name

**Suite 301, Level 3**

Witness Address

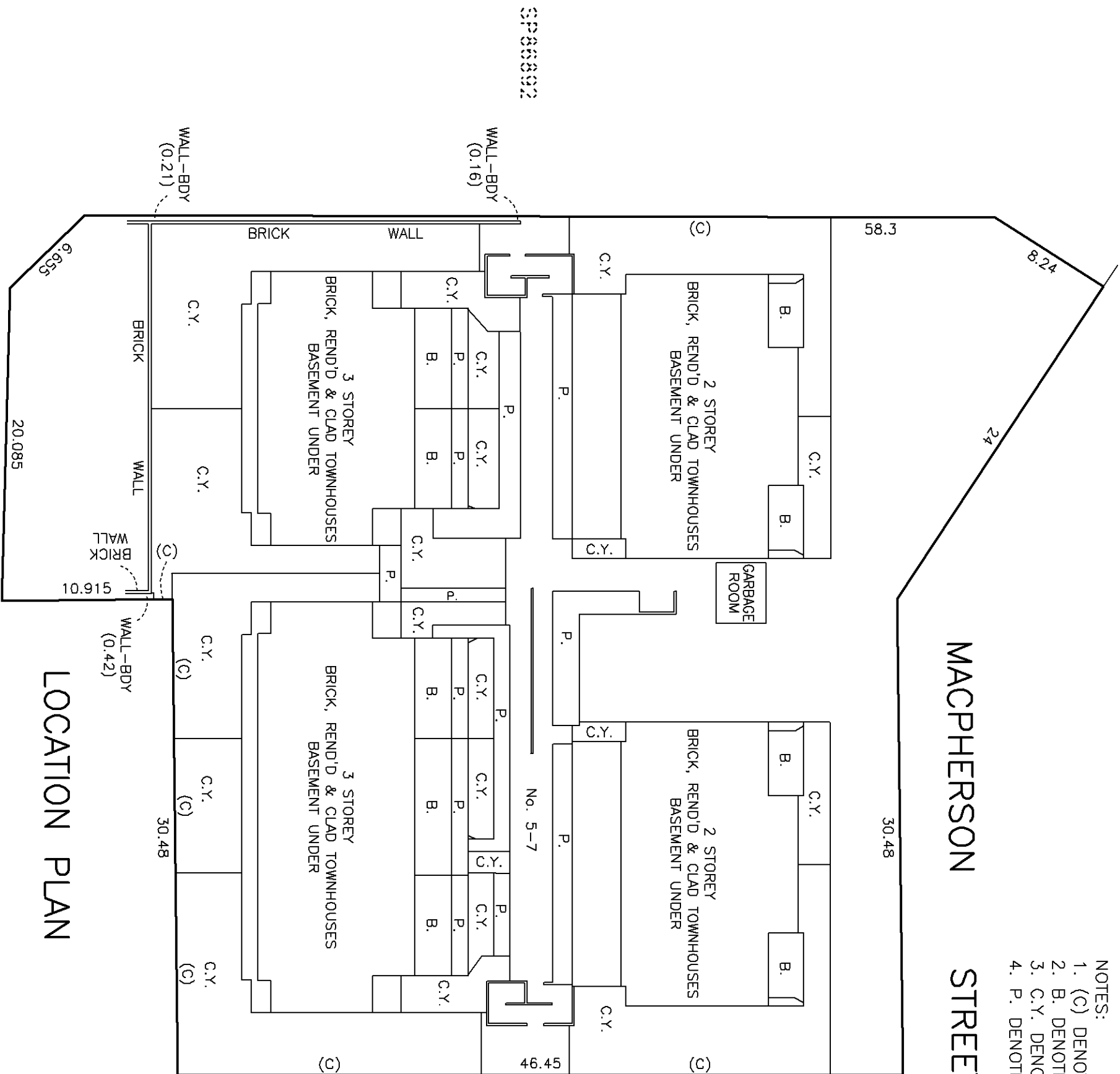
**22-28 Edgeworth David Street  
Hornsby NSW 2077**

REGISTERED



07.12.2020

- NOTES:
1. (C) DENOTES LOT BOUNDARY IS COINCIDENT WITH PARCEL BOUNDARY.
  2. B. DENOTES BALCONY.
  3. C.Y. DENOTES COURTYARD.
  4. P. DENOTES PLANTER.



## LOCATION PLAN

SURVEYOR

Name: MARTIN YAMENG XU

Date: 25/11/2020

Reference: 14211

PLAN HEADING

PLAN OF SUBDIVISION OF  
LOT 1 IN DP1232289

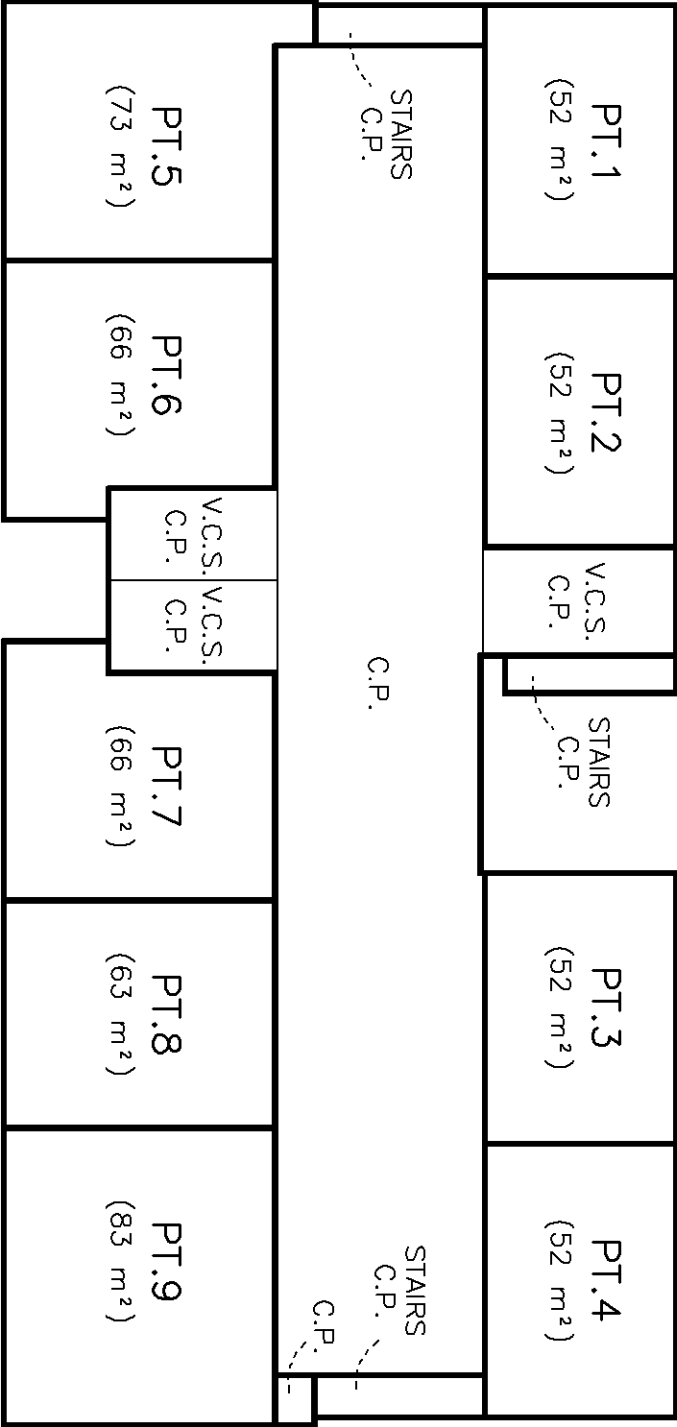
REGISTERED



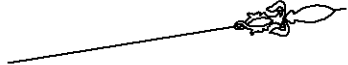
29.01.2021

SP102633

- NOTES:
- 1. AREAS ARE APPROXIMATE ONLY AND FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
  - 2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
  - 3. C.P. DENOTES COMMON PROPERTY.
  - 4. V.C.S. DENOTES VISITOR CAR SPACE.



GARAGE LEVEL



SURVEYOR	PLAN HEADING	L.G.A.: NORTHERN BEACHES	REGISTERED	
Name: MARTIN YAMENG XU	PLAN OF SUBDIVISION OF	Locality: WARRIEWOOD		
Date: 25/11/2020	LOT 1 IN DP1232289	Reduction Ratio 1:250		
Reference: 14211		Lengths are in metres		

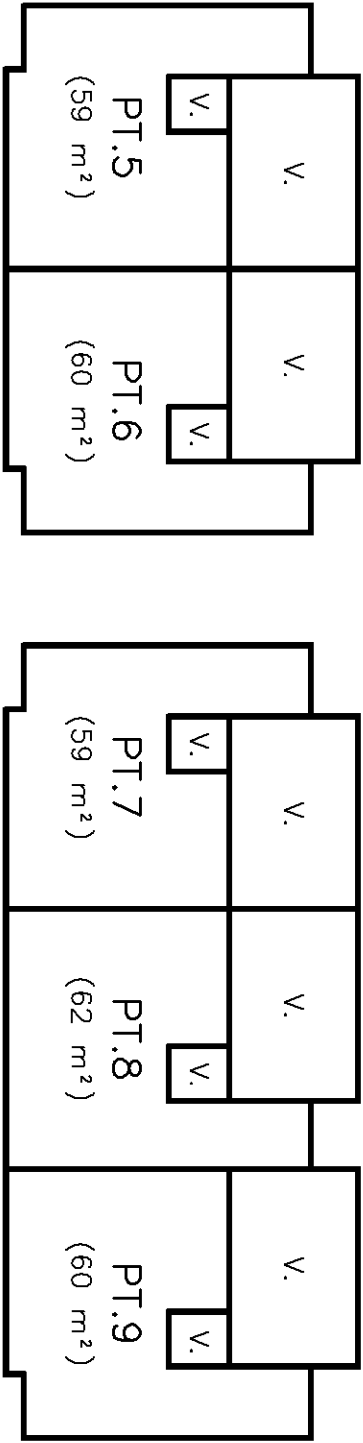
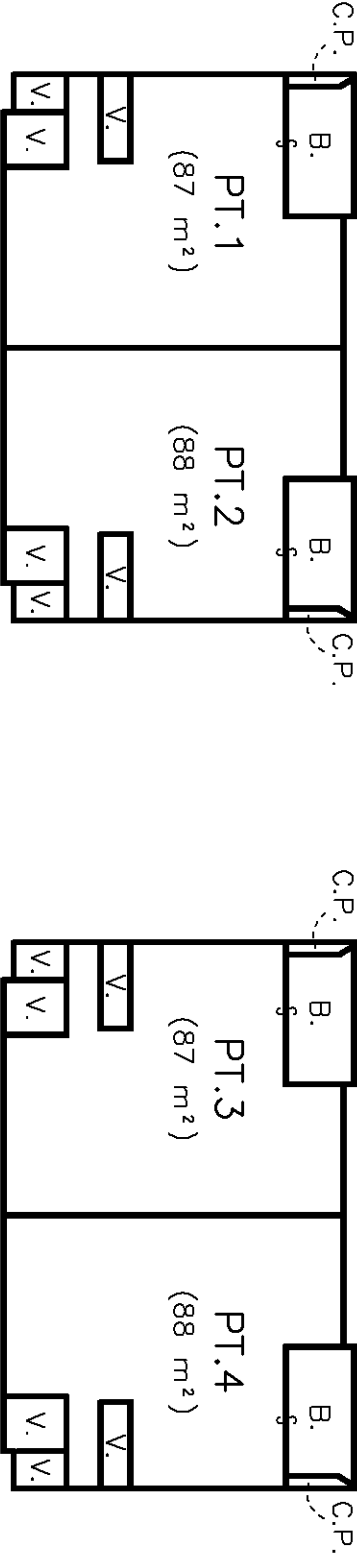
SP102633

- 
- The floor plan shows a building with the following layout and data:
- PT.1:** (196 m<sup>2</sup>) TOTAL: 335 m<sup>2</sup>. Dimensions: 12.77 (0.145), 2.03, 9.17, 2.42 (A).
  - PT.2:** (138 m<sup>2</sup>) TOTAL: 278 m<sup>2</sup>. Dimensions: 16.3 (3.65), 2.4 (0.04), 2.03, 9.17, 2.42 (A).
  - GARAGE ROOM:** C.P. (0.09), 3.13, 2.4 (0.04), 2.03, 9.17, 2.42 (A).
  - PT.3:** (137 m<sup>2</sup>) TOTAL: 276 m<sup>2</sup>. Dimensions: 5.43 (A), 9.105 (0.15), 2.03, 13.495.
  - PT.4:** (211 m<sup>2</sup>) TOTAL: 351 m<sup>2</sup>. Dimensions: 16.265 (4.365), 5.435 (A), 2.03, 13.495.
  - PT.5:** (246 m<sup>2</sup>) TOTAL: 463 m<sup>2</sup>. Dimensions: 3.13, 2.4 (0.04), 2.03, 9.17, 2.42 (A).
  - PT.6:** (219 m<sup>2</sup>) TOTAL: 431 m<sup>2</sup>. Dimensions: 13.32 (1.14), 10.51, 8.785, 4.31, 12.835 (4.7), 19.71 (3.95).
  - PT.7:** (185 m<sup>2</sup>) TOTAL: 395 m<sup>2</sup>. Dimensions: 10.51, 8.785, 4.31, 12.835 (4.7), 19.71 (3.95).
  - PT.8:** (165 m<sup>2</sup>) TOTAL: 392 m<sup>2</sup>. Dimensions: 10.51, 8.785, 4.31, 12.835 (4.7), 19.71 (3.95).
  - PT.9:** (243 m<sup>2</sup>) TOTAL: 473 m<sup>2</sup>. Dimensions: 10.51, 8.785, 4.31, 12.835 (4.7), 19.71 (3.95).
- Other labels include C.Y., C.P., and V. (Ventilation) throughout the plan.

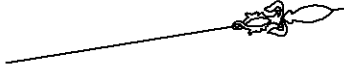
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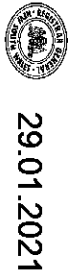
- NOTES:
1. AREAS ARE APPROXIMATE ONLY AND FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
  3. BALCONIES ARE LIMITED IN STRATUM TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
  4. B. DENOTES BALCONY.
  5. C.P. DENOTES COMMON PROPERTY.
  6. V. DENOTES VOID.



FIRST FLOOR

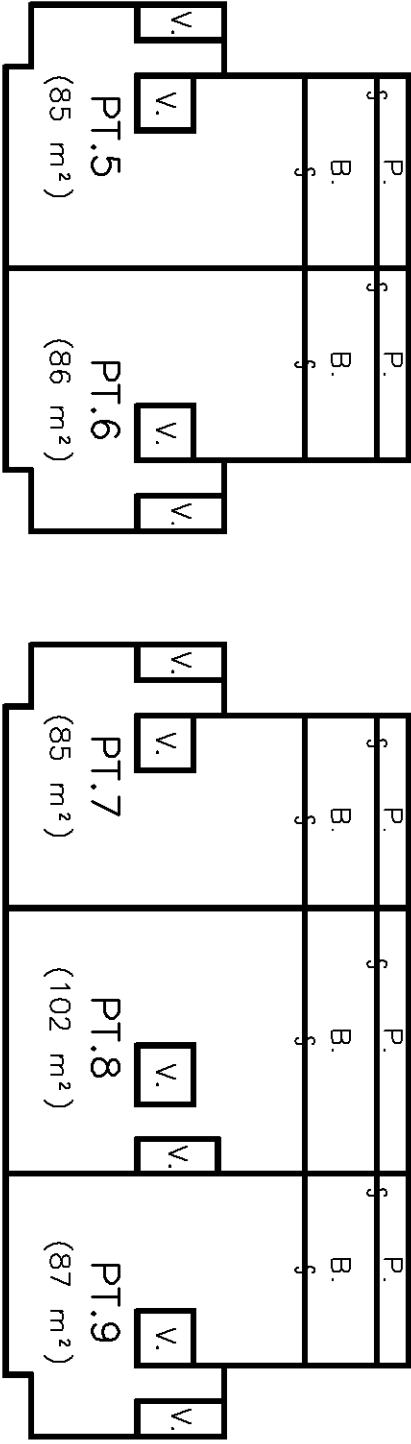


SURVEYOR	PLAN HEADING	L.G.A.: NORTHERN BEACHES	REGISTERED	
Name: MARTIN YAMENG XU	PLAN OF SUBDIVISION OF	Locality: WARRIEWOOD		
Date: 25/11/2020	LOT 1 IN DP1232289	Reduction Ratio 1:250		
Reference: 14211		Lengths are in metres		

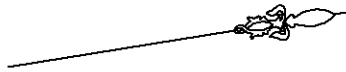


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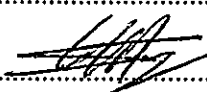
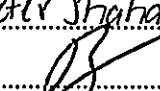
- NOTES:
1. AREAS ARE APPROXIMATE ONLY AND FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.
  3. BALCONIES ARE LIMITED IN STRATUM TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
  4. PLANTERS ARE LIMITED IN DEPTH TO 2 BELOW THE UPPER SURFACE OF THE SECOND FLOOR OF THE ADJOINING UNIT EXCEPT WHERE CONCRETED AND IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THE SECOND FLOOR OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
  5. B. DENOTES BALCONY.
  6. P. DENOTES PLANTER.
  7. V. DENOTES VOID.




SECOND FLOOR



SURVEYOR Name: MARTIN YAMENG XU Date: 25/11/2020 Reference: 14211	PLAN OF SUBDIVISION OF LOT 1 IN DP1232289	L.G.A.: NORTHERN BEACHES Locality: WARRIEWOOD Reduction Ratio 1:250 Lengths are in metres	REGISTERED 29.01.2021	SP102633
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  29.01.2021			<h1>SP102633</h1>		
<b>PLAN OF SUBDIVISION OF:</b> <b>LOT 1 IN DP1232289</b>			LGA: NORTHERN BEACHES Locality: WARRIEWOOD Parish: NARRABEEN County: CUMBERLAND		
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme					
Address for Service of Documents  405/38-44 Pembroke Street, Epping NSW 2121  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: <del>* Model by-laws for residential strata schemes together with:</del> <del>Keeping of animals: Option *A / *B</del> <del>Smoke penetration: Option *A / *B</del> <del>(see Schedule 3 Strata Schemes Management Regulation 2016)</del> * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b> I, Martin Yameng Xu of M. Y. Xu & Co., 162 Murray Farm Road, Beecroft NSW 2119, 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. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</del> Signature:  Date: 25/11/2020 Surveyor ID: 5501 Surveyor's Reference: 14211 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			<b>Strata Certificate (Registered Certifier)</b> I, <u>PETER SHAHATIT</u> ..... being a Registered Certifier, registration number <u>BPR2022</u> ....., certify that in regards to the 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> . <del>*(a) This plan is part of a development scheme .....</del> <del>*(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.</del> <del>*(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 63 <i>Strata Schemes Development Act 2015</i>.</del> Certificate Reference: <u>200225/01</u> Relevant Planning Approval No.: <u>CDI 200225</u> issued by: <u>Peter Shahatit</u> Signature:  Date: <u>3/12/2020</u> ^ Insert lot numbers of proposed utility lots.		

<b>SP FORM 3.07 (2019)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet <b>2</b> of <del>4</del> sheet(s)
Office Use Only		Office Use Only
Registered:  29.01.2021	<b>SP102633</b>	

**VALUER'S CERTIFICATE**

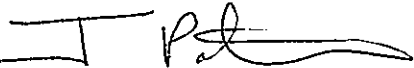
I, James Bede Parmeter, Valuer, Civicland Property Consultants & Valuers Pty Limited of Suite 1.01, 582 Princes Highway, Rockdale NSW 2216 being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute

Class of membership: Associate Member

Membership number: 67425


certify that the unit entitlements shown in the schedule herewith were apportioned on 24 September 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015

Signature:  Date 23-12-2020

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**


Lot No.	Unit Entitlement
1	109
2	103
3	102
4	110
5	119
6	111
7	113
8	112
9	121
Total	1000

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  <b>29.01.2021</b>	<b>SP102633</b>	

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*

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP	N/A	N/A	MacPherson	Street	Warriewood
1	1	5-7	MacPherson	Street	Warriewood
2	2	5-7	MacPherson	Street	Warriewood
3	3	5-7	MacPherson	Street	Warriewood
4	4	5-7	MacPherson	Street	Warriewood
5	5	5-7	MacPherson	Street	Warriewood
6	6	5-7	MacPherson	Street	Warriewood
7	7	5-7	MacPherson	Street	Warriewood
8	8	5-7	MacPherson	Street	Warriewood
9	9	5-7	MacPherson	Street	Warriewood

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  29.01.2021	<b>SP102633</b>	

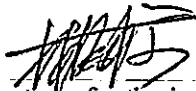
This sheet is for the provision of the following information as required:

- 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*

Company name: LIBY PROPERTY WARRIEWOOD PTY LTD

Company ACN: 620 952 605

Authority: Section 127 of the Corporations Act 2001

  
Signature of authorised person

Name of authorised person: HAIBIAO LIN

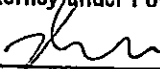
Position: Director

  
Signature of authorised person

Name of authorised person: SHAOJUAN LIANG

Position: Director


Mortgagee under Mortgage No. AP97157  
Signed at Hornsby this 10<sup>th</sup> day of November  
2020 for National Australia Bank Limited  
ABN 12 004 044 937 by DAVID ZHANG  
its duly appointed Attorney under Power of Attorney  
No. 39 Book 4512

  
Attorney Signature, Level 3 Attorney

  
Witness Signature

Witness Name THOMAS KAVILAVEEVU

Witness Address Suite 301, Level 3  
22-28 Edgeworth David Street  
Hornsby NSW 2077

Approved Form 7	Strata Plan By-laws	Sheet 1 of 9 sheet(s)
Registered:  29.01.2021	Office Use Only	Office Use Only <b>SP102633</b>

**Instrument setting out the details of by-laws to be created upon registration of a strata plan**


It is intended to create By-laws 1 to 20 attached and marked Annexure 'A' consisting of:

Regular By-laws 1-18;

All lots have common property rights relating to renovations under By-law 19; and

Lots 1-4 have common property rights relating to private courtyards under By-law 20.

The sketch is attached and marked Annexure 'B'.

Approved Form 7	Strata Plan By-laws	Sheet 2 of 9 sheet(s)
Office Use Only Registered:  29.01.2021		Office Use Only  <h1>SP102633</h1>

## ANNEXURE 'A'

### By laws for 5- 7 MacPherson Street

#### Introduction

##### 1. Objectives

These by laws provide for contemporary communally based arrangements for the use of lots and common property. They are a statement of the expectations of, and standards to be attained by those using and managing the lots and common property and contain important property rights for holders of common property rights by laws.

#### Behaviour and responsible use of common property

##### 2. Noise.

An owner or occupier of a lot, or any invitee of 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.

##### 3. Behaviour of owners, occupiers and invitees

- A) An owner or occupier of a lot, or any invitee of 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 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.

##### 4. Vehicles


- A) An owner or occupier must not park or stand any motor or other vehicle on common property or another person's lot or permit a motor vehicle to be parked or stood on common property or another person's lot except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.
- B) Owners and occupiers must only park or stand their vehicle in the car wash bay for such time as is reasonably required to wash it and not for any extended or prolonged time.
- C) Visitor parking bays are only to be used by visitors which are people visiting owners and occupiers for no more than two nights in any week.

##### 5. Damage to lawns and plants on common property

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

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



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## 6. Obstruction of common property

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


## 7. Disposal of waste

- A) In this by-law, bin includes any receptacle for waste and waste includes garbage and recyclable material.
- B) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- C) An owner or occupier of a lot must not 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 must:
  - 1) 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
  - 2) comply with the local council's guidelines for the storage, handling, collection and disposal of waste. An owner or occupier of a lot must 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
- E) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- F) An owner or occupier of a lot must 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.
- G) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- H) The owners corporation may give directions 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.

## Appropriate and responsible use of lots

### 8. Change in use or occupation of lot to be notified

- A) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- B) Without limiting clause (A), the following changes of use must be notified:
  - 1) a change 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,
  - 2) a change to the use of a lot for short-term or holiday letting.
- C) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

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## 9. Compliance with planning and 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 must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## 10. Keeping of animals

- A) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- B) The notice must be given not later than 14 days after the animal commences to be kept on the lot a description and photograph of the animal.
- C) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
  - 1) keep the animal within the lot, and
  - 2) supervise the animal when it is on the common property, and
  - 3) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

## 11. Appearance of lot

- A) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- B) This by law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 13.

## 12. Cleaning windows and doors

- A) Except in the circumstances referred to in clause B), 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.


## 13. Hanging out of washing

- A) In this by law, washing includes any clothing, towel, bedding or other article of a similar type.
- B) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- C) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

## Health and safety

### 14. Smoke penetration

- A) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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- B) 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.

#### 15. Preservation of fire safety

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

#### 16. Storage of inflammable 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 inflammable chemical, liquid or gas or other inflammable material.
- B) 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.

#### 17. Children playing on common property

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.


#### 18. Locks, screens and window safety

- A) An owner or person authorised by an owner may install, without the consent of the owners corporation:
- 1) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - 2) any screen or other device to prevent entry of animals or insects on the lot, or
  - 3) any structure or device to prevent harm to children.
- B) 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.
- C) Clause A) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- D) The owner of a lot must:
- 1) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause A) that forms part of the common property and that services the lot, and
  - 2) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause A) that forms part of the common property and that services the lot.

### Lot owners renovations and common property rights

#### 19. Renovations of lots

- A) Cosmetic works as defined by the Strata Schemes Management Act 2015 (NSW) 'the Management Act' do not require the approval of the owners corporation.

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- B) The functions of the owners corporation under the Management Act for approving minor works as defined by the Management Act are delegated to the strata committee.
- C) Renovations that are not cosmetic renovation or minor renovations in this by law are called major renovations. Major renovations to lots and exclusive use areas of lots the subject of common property rights bylaws require the owners corporations to make a bylaw. As a guide to owners that wish to make major renovations the following terms and conditions should be included in any proposed by law for approval of major renovations-

*{(1) This is a common property rights by law granting to the owner of lot {specify the relevant lot number} special privileges to undertake and maintain works within the lot that affect common property.*

*(2) The works permitted by this by law are renovations to the lot as described in development approval {specify the development approval by number and date} and the reports and plans referred to in the development consent conditions including all ancillary work, access, egress and restoration of common property.*

*(3) Before commencing the works, the owner must at the owners expense obtain all necessary local government and government agency consent and approvals, and give a copy of these to the owners corporation.*

*(4) The owner must comply with the terms of the consents and approvals and*

*(a) use workers that are have the necessary licenses, insurance and safe work practices*

*(b) insure the works and all entities, people and property that might suffer loss or damage as a result of the works being done*

*(c) have the works done in a proper and workmanlike manner and in compliance with relevant building codes and standards*

*(d) complete the works as quickly and as least disruptively as possible while working only at times permitted by the relevant authorities*

*(e) rectify any damage to other lots and common property caused doing the works, and*

*(f) advise the owners corporation when the works have been completed in accordance with this by law and give the owners corporation any certificate of completion issued for the works.*

*(5) While the works are in progress the owner of the lot must:*

*(a) use duly licensed employees, contractors or agents to conduct the works,*

*(b) ensure the works are conducted in a proper and workmanlike manner and comply with the relevant building codes and standards,*

*(c) ensure that the works are carried out expeditiously and with a minimum of disruption,*


*(d) only carry out the works at times permitted under the necessary approvals from authorities,*

*(e) transport all construction materials, equipment and debris in the manner described in this bylaw and as otherwise reasonably directed by the owners corporation,*

*(f) protect all affected areas of the building outside the lot from damage relating to the works,*

*(g) ensure that the works do not interfere with or damage the common property or property of any other lot owner than as approved in this bylaw and if this occurs the owner must rectify that interference or damage within a reasonable period of time,*

*(h) provide the owners corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any reasonable request from the owners corporation,*

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*(i) not vary or increase the scope of works approved under this bylaw without first obtaining the consent in writing from the owners corporation.*

*(6) After the works have been completed, the owner must:*

*(a) notify the owners corporation that the works have been completed;*

*(b) notify the owners corporation that all damage, if any, to a lot or common property caused by the works and not permitted by this bylaw has been rectified.*

*(c) provide the owners corporation with a copy of any certificate required by an authority to approve the works.*

*(7) The Owner:*

*(a) must not carry out any alteration or additions or do any works other than the works expressly approved under this bylaw*

*(b) must properly maintain and upkeep the works;*

*(c) must maintain and upkeep those parts of the common property affected by and in contact with the works;*

*(d) must comply with all directions, orders and requirements of any authority relation to the works and their use;*

*(e) remains liable for any damage to lot or common property (including the lot) arising out of the works; and*

*(f) indemnifies and shall keep indemnified the owners corporation against any costs or losses arising out of or in connection with the carrying out of the works.*

*(8) If the owner fails to comply with any obligation under this bylaw, then the owners corporation may:*


*(a) carry out all work necessary to perform that obligation;*

*(b) enter upon any part of the lot to carry out that work; and*

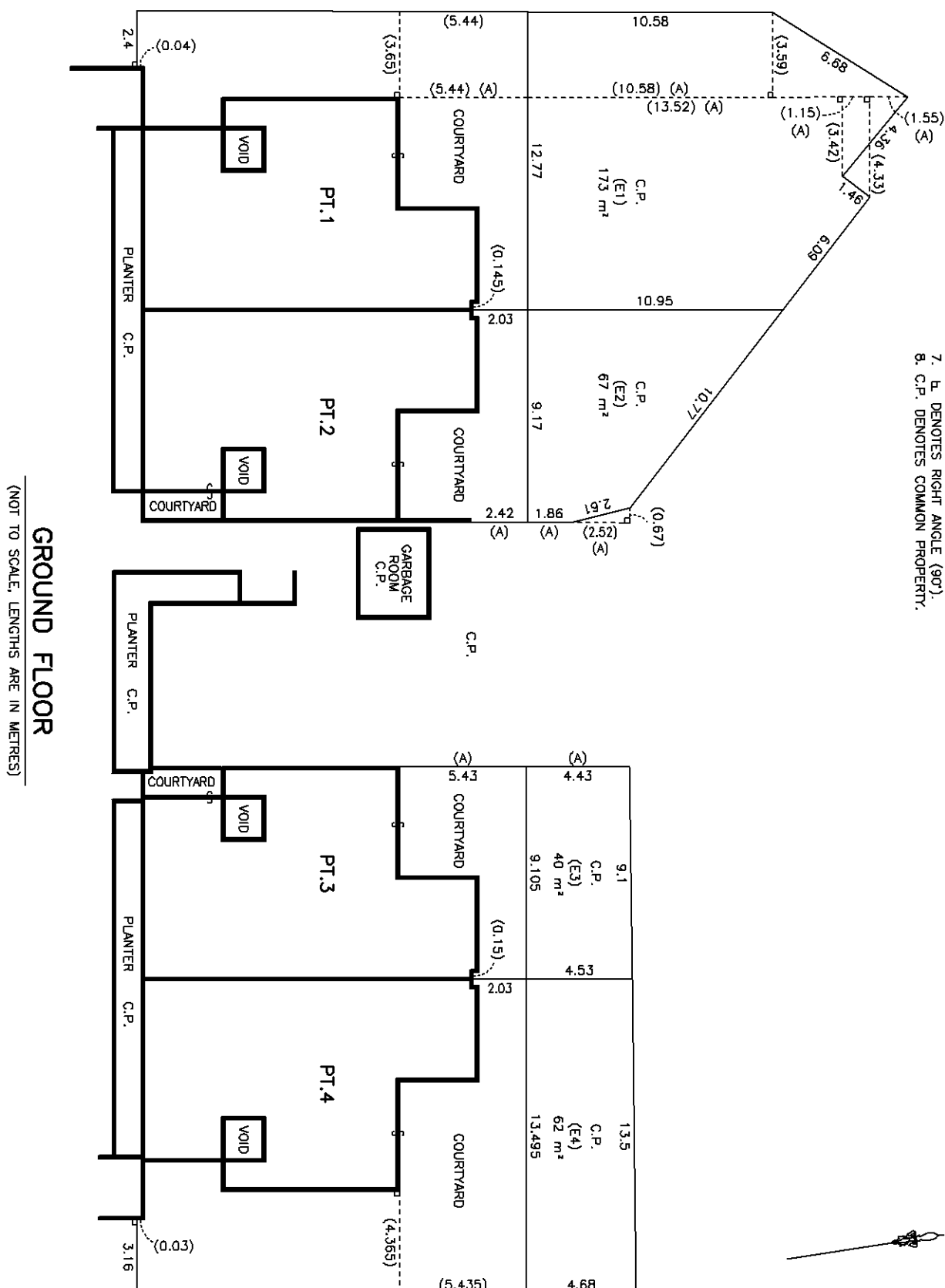
*(c) recover the costs of carrying out that work from the owner.'*


## **20. Common property rights by laws for Lots 1 – 4.**

- A) The owners of lots 1, 2, 3 and 4 'the courtyard lots' have the exclusive use and special privileges of the areas marked E1, E2, E3 and E4 respectively on Annexure B to these by laws for use as private courtyards.
- B) The courtyard lot owners are responsible for the property maintenance of, and keeping in a state of good and serviceable repair, that part of the common property the subject of the exclusive use or special privilege. The owners corporation is responsible for the structural maintenance and repair of the common property the subject of the exclusive use or special privilege.
- C) Any improvements to the common property the subject of the exclusive use or special privilege requires approval of the owners corporation as set out in the Management Act and by law 19.
- D) An owner of a courtyard lot may allow the occupier of their lot to exercise the rights of the owner under this bylaw. The owner remains responsible to the owner corporation to comply with the by law.

Approved Form 7	Strata Plan By-laws	Sheet 8 of 9 sheet(s)
Registered:  29.01.2021	Office Use Only	Office Use Only <b>SP102633</b>

## ANNEXURE B



Approved Form 7	Strata Plan By-laws	9 of 9 Sheet 2 of 2 sheet(s)
Office Use Only Registered:  29.01.2021		Office Use Only <b>SP102633</b>

Company name: LIBY PROPERTY WARRIEWOOD PTY

LTD Company ACN: 620 952 605

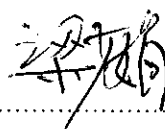
Authority: Section 127 of the Corporations Act 2001



Signature of authorised person

Name of authorised person: HAIBIAO LIN

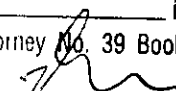
Position: Director



Signature of authorised person

Name of authorised person: SHAOJUAN LIANG

Position: Director

Mortgagee under Mortgage No. AP97157  
Signed at Chatswood this 15<sup>th</sup> day of December  
2020 for National Australia Bank Limited ABN 12 004 044 937  
by DAVID ZHANG its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney 

Witness Signature 

Witness Name Becky Leung

Witness Address Level 13, Tower B, 799 Pacific Highway, Chatswood  
NSW 2067

Form: 11R  
Release: 4-3

# REQUEST

New South Wales  
Real Property Act 1900



**AM844410U**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the R 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.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY	If applicable. Revenue NSW use only		
(B) TORRENS TITLE	CP/SP86892, 1/314508, 21/1080979		
(C) REGISTERED DEALING	Number		Torrens Title
(D) LODGED BY	Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any Chedid Storey Legal Level 2, 1451 Pittwater Road Narrabeen NSW 2101 Reference: 9913 3377 .	CODE <b>R</b>
(E) APPLICANT	Francesco Lucia, Selva Nithan Thirunavukarasu, Rachelle Chedid		
(F) NATURE OF REQUEST	Registration of easement and release of right of carriageway under s88K of the Conveyancing Act 1919		
(G) TEXT OF REQUEST			

To register an easement to drain water 1.5m wide and variable width and release a right of carriage way under DP1197845, pursuant to orders of the Land and Environment Court on 27 October 2017 by Justice Moore in proceedings 2017/00300851

DATE 30 OCTOBER 2017 .

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Benjamin Chedid  
Signatory's capacity: solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.  
The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.



Film with AM844410

Form 43  
UCPR 36.11

D0000X7HYT

Issued: 30 October 2017 2:27 PM

### JUDGMENT/ORDER

#### COURT DETAILS

Court	Land and Environment Court of NSW
Division	Class 3
Registry	Land and Environment Court Sydney
Case number	2017/00300851

#### TITLE OF PROCEEDINGS

Applicant(s)	Francesco Lucia Selva Nithan Thirunavukarasu
Number of Applicant(s)	3
Respondent(s)	The Owners of Strata Plan 86892

#### DATE OF JUDGMENT/ORDER

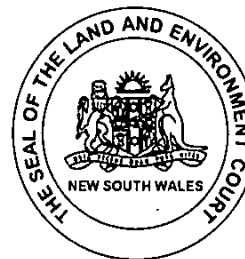
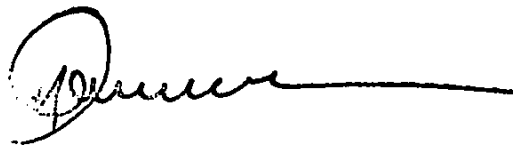
Date made or given	27 October 2017
Date entered	30 October 2017

#### TERMS OF JUDGMENT/ORDER

The Court orders that:

1. Orders in accordance with Consent Orders dated 27 October 2017 as attached.

#### SEAL AND SIGNATURE



Signature	Maria Anastasi
Capacity	Assistant Registrar
Date	30 October 2017

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the persons name is printed where his or her signature would otherwise appear.

#### PARTY DETAILS

First Civil Proceeding

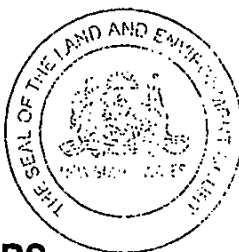
Applicant(s)

First Applicant	Francesco Lucia
Second Applicant	Selva Nithan Thirunavukarasu
Third Applicant	Rachelle Chedid
<b>Respondent(s)</b>	
First Respondent	The Owners of Strata Plan 86892



*he done*  
*27/10/2017*

+Form 43 (version 3)  
UCPR 36.11



LAND AND ENVIRONMENT COURT OF NSW	
FILED ON	
13 OCT 2017	
	INT

## CONSENT ORDERS

### COURT DETAILS

Court Land and Environment Court of NSW  
Class 3  
Case number 2017/00300851

### TITLE OF PROCEEDINGS

First applicant **Francesco Lucia**  
Number of applicants (if more than two) Refer to Party Details at rear for full list of parties

Respondent **The Owners of Strata Plan 86892**

### DATE OF ORDER

Date made or given

Date entered

### TERMS OF ORDER MADE BY THE COURT

- 1 An order imposing an easement to drain water, 1.5 wide and variable width, burdening lot CP/SP86892 and benefiting lots 1/314508 and 21/1080979 in accordance with the attached plan.
- 2 An order releasing a right of carriageway variable width (limited in stratum) (DP1197845), burdening lot CP/SP86892 and benefiting lot 21/1080979. ✓
- 3 No order as to costs.

*It did not burden CP initially  
affected 21/1080979 with utility  
became CP/SP86892 in trust for CP/SP86892*

### SEAL AND SIGNATURE

Court seal

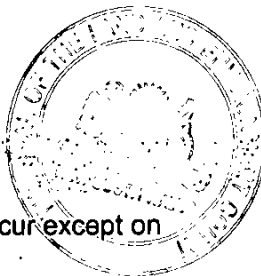
Signature

Capacity

Date

### NOTICE

Subject to limited exceptions, no variation of a judgment or order can occur except on application made within 14 days after entry of the judgment or order.



## PERSON PROVIDING DOCUMENT FOR SEALING UNDER UCPR 36.12


Name **Francesco Lucia**, first applicant  
Legal representative **Benjamin Chedid**, Chedid Storey Legal  
Legal representative reference **16/137310**  
Contact name and telephone **Ben Chedid**, (02) 9913 3377  
Contact email **bchedid@chedidstorey.com.au**

### First, Second and Third applicants consent

Signature of legal representative

Capacity

Date of signature

  
solicitor  
13.10.17

### Respondent

The seal of The Owners - Strata Plan No 86892 was affixed on 12 OCTOBER 2017  
in the presence of the following person(s) authorised by section 273 Strata Schemes  
Management Act 2015 (NSW) to attest the affixing of the seal:

Signature

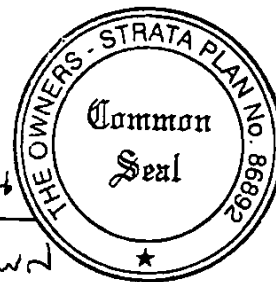
Name **DARREN DELGAM**

Authority **STRATA MANAGER**

Signature

Name **PETER SCOWN**

Authority **DIRECTOR**



### PARTY DETAILS

#### PARTIES TO THE PROCEEDINGS

##### Applicants

Francesco Lucia, first applicant

Selva Nithan Thirunavukarasu, second  
applicant

Rachelle Chedid, third applicant

##### Respondent

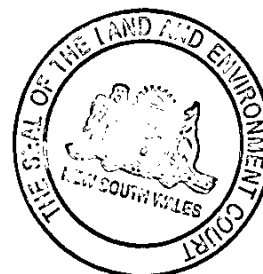
The Owners of Strata Plan 86892,  
respondent



**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 Conveyancing Act, 1919.**

(Sheet 1 of 6)

<b>Plan:</b>	Plan of Easement to Drain Water Within Common Property of SP86892 And Release of Easement
<b>Full Name and Address of the Owners of the Land</b>	Rachelle Chedid of 7 Macpherson Street, Warriewood NSW 2101  Selva Nithan Thirunavukarasu of 7 Macpherson Street, Warriewood NSW 2102  Francesco Lucia of 5 Macpherson Street, Warriewood NSW 2102  The Owners of Strata Plan 86892 79-91 Macpherson Street, Warriewood NSW 2102
<b>Full Name and Address of the Mortgagees of the Land</b>	Westpac Banking Corporation 275 Kent Street Sydney NSW 2000



**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 Conveyancing Act, 1919.**

(Sheet 2 of 6)

**Plan:** Plan of Easement to Drain Water  
Within Common Property of SP86892  
And Release of Easement

**Part 1 (Creation)**

Number of item shown in the intention 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 to Drain Water, 1.5 Wide and Variable Width	CP/SP86892	1/314508 & 21/1080979

**Part 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway Variable Width (Limited in Stratum) (DP1197845)	CP/SP86892	21/1080979



**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 Conveyancing Act, 1919.**

(Sheet 3 of 6)

**Plan:** Plan of Easement to Drain Water  
Within Common Property of SP86892  
And Release of Easement

**Executed by Proprietors of  
Lot 21 in DP 1080979**

Signature of Witness

Signature of Rachelle Chedid

Name of Witness

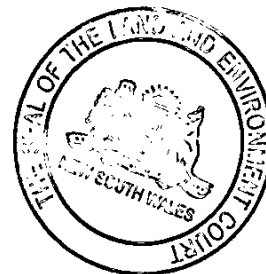
Address of Witness

Signature of Witness

Selva Nithan Thirunavukarasu

Name of Witness

Address of Witness



**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 Conveyancing Act, 1919.**

(Sheet 4 of 6)

**Plan:**

Plan of Easement to Drain Water  
Within Common Property of SP86892  
And Release of Easement

**Executed by Proprietor of  
Lot 1 in DP 314508**

Signature of Witness

Signature of Francesco Lucia

Name of Witness

Address of Witness



**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 Conveyancing Act, 1919.**

(Sheet 5 of 6)

**Plan:** Plan of Easement to Drain Water  
Within Common Property of SP86892  
And Release of Easement

**Executed by the Owners Corporation of Strata Plan 86892**

The seal of The Owners – Strata Plan No 86892 was affixed on .....  
in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 (NSW) to attest the affixing of the seal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authority

\_\_\_\_\_  
Authority

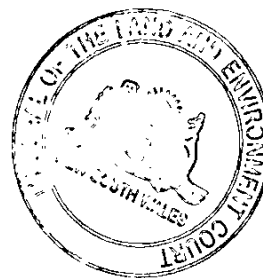


**Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act, 1919.**

(Sheet 6 of 6)

**Plan:** Plan of Easement to Drain Water  
Within Common Property of SP86892  
And Release of Easement

**Executed by the Westpac Banking Corporation in its capacity as mortgagor of  
Lot 1 in Deposited Plan 314508 and Lot 21 in Deposited Plan 1080979**

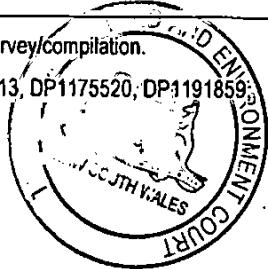


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

<p>Registered: _____ Office Use Only</p> <p>Title System: _____</p> <p>Purpose: _____</p>	<p>Office Use Only</p>
<p><b>PLAN OF EASEMENT TO DRAIN WATER</b>  <b>WITHIN COMMON PROPERTY OF SP 86892</b>  <b>AND RELEASE OF EASEMENT</b></p>	<p>LGA: NORTHERN BEACHES          Locality: WARRIEWOOD          Parish: NARRABEEN          County: CUMBERLAND</p>
<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, DAVID JOHN PARSONS          of 46 JOHN STREET, AVALON BEACH NSW 2107          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 07/08/2017</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>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: ..... Dated:07/08/2017</p> <p>Surveyor ID: 1819</p> <p>Datum Line: X-Y</p> <p>Type: *Urban</p> <p>The terrain is *Level.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p><b>Subdivision Certificate</b></p> <p>I, .....          *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.          DP637078, DP1080979, DP1174413, DP1175520, DP1191859;          DP1197845, DP1198041.</p>  <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 2672</p>
<p>Signatures, Seals and Section 88B Statements should appear on          PLAN FORM 6A</p>	<p>Surveyor's Reference: 2672</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 6 sheet(s)

Office Use Only

Office Use Only

**Registered:**

**PLAN OF EASEMENT TO DRAIN WATER**

WITHIN COMMON PROPERTY OF SP 86892

AND RELEASE OF EASEMENT

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: .....

Date of Endorsement: .....

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

TO CREATE :-

1. EASEMENT TO DRAIN WATER, 1.5 WIDE AND VARIABLE WIDTH

TO RELEASE :-

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1197845)



If space is insufficient use additional annexure sheet

Surveyor's Reference: 2672

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 6 sheet(s)

Office Use Only

Office Use Only

**Registered:**

**PLAN OF EASEMENT TO DRAIN WATER**

WITHIN COMMON PROPERTY OF SP 86892

AND RELEASE OF EASEMENT

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: .....

Date of Endorsement: .....

**EXECUTIONS**

WITH REGARD TO LOT 21 IN D.P.1080979

I certify I am an eligible witness and  
that RACHELLE CHEDID signed  
in my presence

Certified correct for the purposes of  
the Real Property Act 1900 by the  
registered proprietor Rachelle Chedid

Signature of witness

Signature of Rachelle Chedid

Name of witness

Address of witness

WITH REGARD TO LOT 21 IN D.P.1080979

I certify I am an eligible witness and  
that SELVA NITHAN THIRUNAVUKARASU signed  
in my presence

Certified correct for the purposes of  
the Real Property Act 1900 by the  
registered proprietor Selva Nithan  
Thirunavukarasu

Signature of witness

Signature of Selva Nithan Thirunavukarasu

Name of witness

Address of witness



If space is insufficient use additional annexure sheet

Surveyor's Reference: 2672

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 4 of 6 sheet(s)

Office Use Only

Office Use Only

**Registered:**

**PLAN OF EASEMENT TO DRAIN WATER**

**WITHIN COMMON PROPERTY OF SP 86892**

**AND RELEASE OF EASEMENT**

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: .....

Date of Endorsement: .....

**EXECUTIONS**

**WITH REGARD TO LOT 1 IN D.P.314508**

I certify I am an eligible witness and  
that FRANCESCO LUCIA signed  
in my presence

Certified correct for the purposes of  
the Real Property Act 1900 by the  
registered proprietor Francesco Lucia

Signature of witness

Signature of Francesco Lucia

Name of witness

Address of witness



If space is insufficient use additional annexure sheet

Surveyor's Reference: 2672

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:

PLAN OF EASEMENT TO DRAIN WATER

WITHIN COMMON PROPERTY OF SP 86892

AND RELEASE OF EASEMENT

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: .....

Date of Endorsement: .....

The seal of The Owners – Strata Plan No 86892 was affixed on .....

in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 (NSW) to attest the affixing of the seal:

Signature

Signature

Name

Name

Authority

Authority



If space is insufficient use additional annexure sheet

Surveyor's Reference: 2672

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

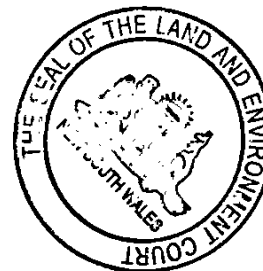
**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 6 of 6 sheet(s)

<b>Registered:</b>	Office Use Only
<b>PLAN OF EASEMENT TO DRAIN WATER WITHIN COMMON PROPERTY OF SP 86892 AND RELEASE OF EASEMENT</b>	Office Use Only
Subdivision Certificate number: ..... Date of Endorsement: .....	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

**EXECUTIONS**

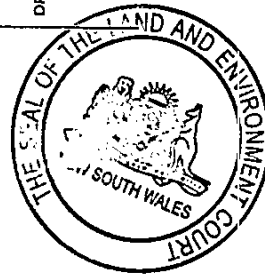
**EXECUTED BY WESTPAC BANKING CORPORATION  
IN ITS CAPACITY AS MORTGAGOR OF LOT 1 IN DEPOSITED PLAN 314508 AND  
LOT 21 IN DEPOSITED PLAN 1080979**



If space is insufficient use additional annexure sheet

Surveyor's Reference: 2672





SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
17	237° 53' 10"	0.04
18	159° 51' 18"	11.885
19	250° 39' 15"	5.535
20	230° 44' 45"	17.555
21	218° 52' 55"	4.335
22	305° 00'	2.13

SCHEDULE OF CURVED LINES

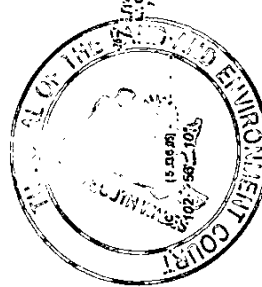
CHORD	BEARING	DISTANCE	ARC	RADIUS
24	318° 37' 30"	13.515	18.92	6.8
25	318° 15' 30"	8.45	8.45	11.00
26	307° 37' 30"	6.65	8.95	11.00
27	337° 17' 30"	2.545	2.55	4.0

DIAGRAM 1  
SCALE 1:300

SP 86892

SP 86892

SP 86892



602

DP1191859

PROPOSED EASEMENT FOR WATER MAIN 3.5 WIDE AND VARIABLE (WIDE DP830708)  
EASEMENT TO DRAIN WATER 1.5 WIDE AND VARIABLE (WIDE DP830708)  
EASEMENT FOR WATER MAIN 3.5 WIDE AND VARIABLE (WIDE DP830708)  
RIGHT OF CARRIAGEWAY, VARIABLE WIDTH (LIMITED IN STRATHMORE) (WIDE DP1197043)

Surveyor: DAVID JOHN PARSONS  
Date of Survey: 07/08/2017  
Surveyor's Ref: 2672

PLAN OF EASEMENT TO DRAIN WATER  
WITHIN COMMON PROPERTY OF SP 86892  
AND RELEASE OF EASEMENT

Registered

DP

LGA: NORTHERN BEACHES  
Locality: WARREWOOD  
Reduction Ratio 1:300  
Lengths in m and Metres

## Northern Beaches Council Planning Certificate – Part 2

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

**Reference:** 21/01660  
**Date:** 06/05/2021  
**Certificate No.** ePLC2021/3555

**Address of Property:** 5-7 Macpherson Street WARRIEWOOD NSW 2102  
**Description of Property:** Lot CP SP 102633

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## Planning Certificate – Part 2

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

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

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

**1.1a) Local Environmental Plan**

Pittwater Local Environmental Plan 2014

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

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

Partly Affected - State Environmental Planning Policy (Coastal Management) 2018

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

## **1.2 Draft Environmental Planning Instruments**

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

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

Draft State Environmental Planning Policy (Environment)

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

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

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

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

## **1.3 Development Control Plans**

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

Pittwater 21 Development Control Plan

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

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

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

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

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

#### **Zone R3 Medium Density Residential**

#### **2 Permitted without consent**

Home businesses; Home occupations

### **3 Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home-based child care; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Veterinary hospitals

### **4 Prohibited**

Pond-based aquaculture; Any other development not specified in item 2 or 3

### **Additional permitted uses**

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

Nil

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

The *Pittwater Local Environmental Plan 2014* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

### **(f) Critical habitat**

The land does not include or comprise critical habitat.

### **(g) Conservation areas**

The land is not in a heritage conservation area.

### **(h) Item of environmental heritage**

The land does not contain an item of environmental heritage.

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

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

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

### **3. Complying Development**

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

#### **a) Housing Code**

##### **Within a Buffer Area**

For the purposes of clause 1.19 (1) (e) and (5) (f), complying development may not be carried out on that part of the land identified as being within a buffer area under *Pittwater Local Environmental Plan 2014* as identified on the Urban Release Area Map.

##### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

##### **3.1 Land to which code applies**

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m<sup>2</sup>, and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

#### **b) Rural Housing Code**

##### **Within a Buffer Area**

For the purposes of clause 1.19 (1) (e) and (5) (f), complying development may not be carried out on that part of the land identified as being within a buffer area under *Pittwater Local Environmental Plan 2014* as identified on the Urban Release Area Map.

##### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

##### **3A.1 Land to which code applies**

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

#### **c) Low Rise Housing Diversity Code**

##### **Within a Buffer Area**

For the purposes of clause 1.19 (1) (e) and (5) (f), complying development may not be carried out on that part of the land identified as being within a buffer area under *Pittwater Local Environmental Plan 2014* as identified on the Urban Release Area Map.

##### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

**Note:** Further limitations may apply. See *Pittwater Local Environmental Plan 2014* Clause 6.1(3):

##### **6.1(3) Warriewood Valley Release Area**

This clause applies to development in the Warriewood Valley Release Area and operates to prohibit development which exceeds the dwelling density controls specified in the Clause

## **d) Greenfield Housing Code**

### **Within a Buffer Area**

For the purposes of clause 1.19 (1) (e) and (5) (f), complying development may not be carried out on that part of the land identified as being within a buffer area under *Pittwater Local Environmental Plan 2014* as identified on the Urban Release Area Map.

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

## **e) Housing Alterations Code**

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

## **f) General Development Code**

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

## **g) Commercial and Industrial Alterations Code**

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

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

### **Within a Buffer Area**

For the purposes of clause 1.19 (1) (e) and (5) (f), complying development may not be carried out on that part of the land identified as being within a buffer area under *Pittwater Local Environmental Plan 2014* as identified on the Urban Release Area Map.

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

#### **5A.1 Land to which code applies**

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

## **i) Container Recycling Facilities Code**

### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

**Note:** Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

#### **5B.2 Development to which code applies**

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

### **j) Subdivisions Code**

#### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

### **k) Demolition Code**

#### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

### **l) Fire Safety Code**

#### **Proximity Area for Coastal Wetlands**

For the purposes of clause 1.17A (1)(e), complying development may not be carried out as the land is within an environmentally sensitive area being the proximity area for coastal wetlands under *State Environmental Planning Policy (Coastal Management) 2018*.

### **m) Inland Code**

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

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

## **4, 4A (Repealed)**

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

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

## **5. Mine Subsidence**

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

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

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.



- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

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

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

Nil

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

### **Bush Fire Prone Land**

This land is identified on a Bush Fire Prone Land map certified by the Commissioner of the NSW Rural Fire Service as being bush fire prone land. The requirements of the NSW Rural Fire Service document Planning for Bush Fire Protection apply to this land. For further information please contact the Northern Beaches District NSW Rural Fire Service.

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

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

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

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

## **9. Contribution plans**

The following applies to the land:

### **Warriewood Valley Development Contributions Plan Amendment 16, Revision 3 - in force 1 Sept 2018**

This Plan was approved by Council to levy contributions towards the provision, extension or augmentation of public amenities and public services that will, or are likely to be, required as a consequence of development in the Warriewood Valley Urban Release Area.

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

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

## **10. Biodiversity Stewardship Sites**

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

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

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

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

### **Bush Fire Prone Land**

Some of the land is bush fire prone land.

## **12. Property vegetation plans**

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

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

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

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

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

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

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

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

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

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

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

## **18. Paper subdivision information**

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

## **19. Site verification certificates**

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

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

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

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

Contact NSW Fair Trading for more information.

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

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

In this clause:

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

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

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

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

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

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



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

**06/05/2021**

**Service Location Print**  
Application Number: 8000689956

Application Number: 8000689956

Document generated at 04-05-2021 05:10:30 PM

## Disclaimer

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

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

6 May 2021

**Infotrack Pty Limited**

**Reference number: 8000696261**

**Property address: 5-7 Macpherson St Warriewood NSW 2102**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely

A handwritten signature in black ink, appearing to read "Greg Staveley".

Greg Staveley  
Manager Business Customers





Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719  
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060  
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

## TAX INVOICE

New Cover

Date: 26.11.20

Invoice No. I0622010

Liby Property Warriewood P/L  
C/-Professional Strata Management Group  
PO Box 837  
ROCKDALE NSW 2216

We are pleased to attach your new policy schedule.

<b>Insured</b>	: Liby Property Warriewood P/L	<b>Premium</b>	5,978.92
<b>Type Of Insurance</b>	: Residential Strata Insurance	<b>F&amp;ES Levy</b>	854.66
<b>Policy Number</b>	: 06S3157814	<b>Stamp Duty</b>	672.80
<b>Period Of Insurance</b>	: From 4.00pm 25th November 2020 To 4.00pm 25th November 2021	<b>Premium GST</b>	683.36
		<b>Admin Fee</b>	200.00
		<b>Fee GST</b>	20.00
		<b>Total Due</b>	<b>\$ 8,409.74</b>
		<b>Sub-Agent Commission</b>	1,195.78
		<b>Sub-Agent GST</b>	119.58

Where shown, ES relates to State Emergency Services (NSW only).  
Where not shown ES is \$0.

The attached policy schedule forms part of and must always be read in conjunction with the policy wording. This policy has been issued in accordance with your instructions. Please check the details and advise immediately if incorrect.

### IMPORTANT NOTICES

1. Please read the important notices overleaf/ attached carefully. Please contact our office if you wish to discuss any of the matters raised.
2. Our payment terms are 14 days from the date of this invoice or the due date of the policy whichever is the later.

Please detach and return with cheque payment.

#### PAYMENT OPTIONS:

**Cheques Payable to:** Strata Unit Underwriters  
5/263 Alfred Street North Sydney NSW 2060  
**Direct Deposit:** Westpac Bank  
BSB: 032229 Account No: 141975  
**Credit Card:(Visa/Mastercard Only)**  
via SUU Assist at [www.suu.com.au](http://www.suu.com.au)

#### REMITTANCE SLIP

**Insured** : Liby Property Warriewood P/L  
**Invoice No.** : I0622010  
**Client No.** : SUU NSW L7529 0173188/000  
**Total Due** \$ **8,409.74**



Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719  
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060  
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

## POLICY SCHEDULE

### New Cover

Liby Property Warriewood P/L  
C/-Professional Strata Management Group  
PO Box 837  
ROCKDALE NSW 2216

**Date:** 26.11.20  
**Reference No.** SUU NSW L7529 0173188/000

<b>Insured:</b>	: Liby Property Warriewood P/L	<b>Premium</b>	5,978.92
<b>Type of Insurance:</b>	: Residential Strata Insurance	<b>F&amp;ES Levy</b>	854.66
<b>Policy Number:</b>	: 06S3157814	<b>Premium GST</b>	683.36
<b>Period Of Insurance:</b>	: From 4.00pm 25th November 2020	<b>Stamp Duty</b>	672.80
	To 4.00pm 25th November 2021	<b>Admin Fee</b>	200.00
		<b>Fee GST</b>	20.00
		<b>TOTAL DUE</b>	8,409.74

Insured : Liby Property Warriewood Pty Ltd

Situation : 5-7 Macpherson Street  
Warriewood NSW 2102

Section 1 :	Building including common contents	\$ 7,000,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 1,050,000
	Catastrophe or Emergency (15%)	\$ 1,050,000
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 250,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured

#### Excesses :

Section 1	\$ 2,000	all water damage claims where the building is less than 12 months old
Section 1	\$ 2,000	each malicious damage, vandalism & graffiti claim for each vacant lot
Section 1	\$ 500	all other claims + as per policy wording
Section 2	\$ 2,000	each claim for each vacant lot



**POLICY SCHEDULE**

**Liby Property Warriewood P/L**  
(SUU NSW L7529 0173188/000)

Section 2	\$	500	all other claims
Section 3	\$	2,000	each claim for each vacant lot
Section 3	\$	500	all other claims

On behalf of the Insurers: Insurance Australia Limited trading as  
CGU Insurance ABN 11 000 016 722

**Special Terms/ Conditions:**

**1. Unregistered Strata or Related Scheme Properties**

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Cover under this policy is subject to registration of the above property as a strata or related scheme within 60 days of the inception date of the policy. Failure to register the above property within this time frame may result in cancellation of the policy.

Sections 5,6,7,8,9,10 & 12 of the above policy do not become operative until registration of the strata or related scheme.

Immediately upon registration of the strata or related scheme the policy will cease to provide cover for current owners or parties that have an estate or interest in the property (including builders &/or developers) in respect to items considered by relevant state legislation as owners contents (ie carpets, blinds, curtains etc) together with loss of rent and public liability as property owners of individual lots.

**2. Construction/ Building Work Endorsement**

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This policy is issued on the condition that any loss arising from any construction &/or building works caused either directly or indirectly will be excluded under this policy.

In addition cover is subject to the works being performed by licensed contractors who must hold current public liability and construction insurance for the duration of the contract.

Cover excludes any unfixed items that are designed to be permanently fixed to a building which may be awaiting installation.

## Occupation Certificate

Issued under the Environmental Planning and Assessment Act 1979  
Sections 6.4 (c), 6.9 & 6.10

<b>Certificate No.:</b>	<b>17/0489-02</b>
<b>Subject land:</b>	5-7 Macpherson Street, Warriewood NSW 2102
<b>Lot and DP:</b>	Lot 1 DP 314508 & Lot 21 DP 1080979
<b>Applicant:</b>	Jealand Group Pty Ltd
<b>Address:</b>	16 Lansdowne Street, Eastwood NSW 2122
<b>Contact:</b>	jealandgroup@gmail.com
<b>Owner:</b>	Libby Property Warriewood Pty Ltd
<b>Type of Certificate:</b>	Final
<b>Determination:</b>	Approved
<b>Attachments:</b>	<ul style="list-style-type: none"><li>• Other documentation relied upon</li><li>• Final Fire Safety Certificate</li><li>• Amended Fire Safety Schedule</li></ul>
<b>Whole/Part of building works:</b>	Whole
<b>Description of part (if applicable):</b>	N/A
<b>BCA Classification:</b>	Class 2 & 7a
<b>L&amp;E Court No.:</b>	252260 of 2016 & S96 Mod2018/0149
<b>DA No.:</b>	248/16
<b>LGA:</b>	Northern Beaches Council
<b>Construction Certificate No's.:</b>	17/0489-01
<b>Date:</b>	21/12/2018
<b>Accreditation Level:</b>	A1- Accredited Certifier – Building Surveyor Grade 1
<b>Registration No.:</b>	BDC2515
<b>Accreditation Body:</b>	Building Professionals Board

### I certify that:

- the health and safety of the occupants of the building have been taken into consideration where an interim occupation certificate is being issued, and
- a current development consent or complying development certificate is in force for the building, and
- if any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- the building is suitable for occupation or use in accordance with its classification under the Building Code of Australia, and
- a fire safety certificate has been issued for the building, and
- a report from the Fire Commissioner has been considered (if required).

Signed:



Maurice Freixas  
Principal Certifier

**Determination Date:** 28/10/2020

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:      **Unit**  
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 (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.