

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 78587904	NSW DAN:
vendor's agent	Morton Real Estate 1 84 Alexander Street CROWS NEST NSW 2065		Phone: 8424 9999 Fax: 8424 9988 Ref: Konstantin Melnikov
co-agent			
vendor	KARREN LOUISE CHALLONER-MILES and LEE ASHLEY CHALLONER-MILES 13 263 Alfred Street North NORTH SYDNEY NSW 2060		
vendor's solicitor	Grahame Jackson & Associates Suite 4 3-7 Grosvenor Street Neutral Bay NSW 2089		Phone: 02 9908 1700 Fax: (02) 9908 1755 Ref: 213888
date for completion	42 days after the contract date	(clause 15)	Email: Elena.Lazareva@gjalaw.com
land	4/28-34 BENT ST NEUTRAL BAY NSW 2089 (Address, plan details and title reference)		
	LOT 4 IN STRATA PLAN 17709 4/SP17709		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:	
exclusions		
purchaser		
purchaser's solicitor		Phone: Fax: Ref: Email:
price	\$	
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes
GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Body Corporate Services (BCS)
13/12 Help St, Chatswood NSW 2067

Phone: (02) 9967 1300

Conditions of sale by auction

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

COOLING-OFF CERTIFICATE

I, _____

of _____

in the State of New South Wales, Solicitor/Barrister/Conveyancer certify as follows:-

- (a) I am a Solicitor/Barrister/Conveyancer currently admitted/licensed to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as **4/28 Bent Street, Neutral Bay** from **Karren Louise Challoner-Miles and Lee Ashley Challoner-Miles** as vendor to _____ as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) 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 a solicitor acting for the vendor is a member or employee.
- (d) I have explained to _____ : the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
 - (i) the effect of the contract for the purchase of that property;
 - (ii) the nature of this certificate;
 - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period pursuant to section 66T of the *Conveyancing Act 1919*.

Dated: _____

Signed: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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- 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' 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.

Additional clauses forming part of this contract

Dated:

between: **Karren Louise Challoner-Miles and Lee Ashley Challoner-Miles** (vendor)

and: (purchaser)

33 Alterations to printed form

- 33.1 Clause 7.1.1 of this contract is deleted.
- 33.2 Clauses 10.1.8 and 10.1.9 are amended by replacing the word "substance" with the word "existence".
- 33.3 Clause 13.8 is amended by inserting after the words "on completion" the phrase "or within 14 days of the Vendor serving a notice from the Australian Taxation Office stating the Vendor is liable for the payment of GST on the transaction the subject of this contract" and after the words "one-eleventh of the price" the phrase "plus any penalty or interest incurred by the Vendor".
- 33.4 Clause 13.8.3 is added reading "This clause 13.8 shall not merge on completion".
- 33.5 Clause 13.10 is amended by inserting after the words "on completion" the phrase "or within 14 days of the Vendor serving a notice from the Australian Taxation Office stating the Vendor is liable for the payment of GST on the transaction the subject of this contract, and upon payment by the purchaser".
- 33.6 Clause 16.5 is amended by deleting the words "plus another 20% of that fee".
- 33.7 Clause 16.8 is deleted.
- 33.8 Clause 23.9.1 is deleted.
- 33.9 Clause 23.14 is amended by replacing "7 days" with "3 days".
- 33.10 Clause 23.17.1 is amended by replacing "must immediately" with "shall as soon as reasonably practicable".
- 33.11 Clause 24.3.3 of this contract is deleted.
- 33.12 Clause 29 of this contract is deleted.

34 Real Estate Agents

The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any other real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

35 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

36 Condition of property

The purchaser acknowledges that:

- 36.1 The purchaser accepts the property in its present condition and state of repair and subject to any infestation and dilapidation and with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.
- 36.2 The purchaser enters this contract as a result of the purchaser's own inspections, investigations and independent enquiries (if any) of the Property and not upon any warranty or representation made or any documents produced by the Vendor or his agents (except as expressly contained in this contract) as regards the condition or

position of the property or the use to which it can be put or any other matter whatsoever concerning the property.

37 Entire Agreement

The Purchaser acknowledges that this contract constitutes the entire agreement between the parties and that there is no other agreement, understanding, warranty or representation whether express or implied which in any way extends, defines or otherwise relates to the provisions of this contract.

38 Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- 38.1 dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- 38.2 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

39 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise:

- 39.1 the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion,
- 39.2 should the vendor be required to re-schedule settlement from the time initially proposed, the purchaser will pay to the vendor on completion the sum of \$220.00 for each re-scheduled time for settlement by way of agreed costs and the purchaser acknowledges that such amount is a reasonable figure having regard to the expenses incurred by the Vendor in re-scheduling settlement.
- 39.3 should the vendor issue and serve a Notice to Complete the purchaser will pay to the vendor on completion the sum of \$330.00 by way of agreed costs and the purchaser acknowledges that such amount is a reasonable figure having regard to the expenses incurred in serving each or any such Notice to Complete.

40 Finance

The purchaser warrants and represents to the vendor that he is not obtaining any finance to complete this Contract for Sale other than the finance, if any, which has been approved by the purchaser's credit provider and the purchaser hereby indemnifies the vendor and covenants and agrees with the vendor to keep him indemnified in respect of any costs, expenses, damages and loss of profits paid, incurred or suffered by the vendor as a result of or arising from the purchaser's breach of warranty and/or representation. The purchaser further covenants and

agrees with the vendor to do all things required by the credit provider to enable the purchaser to obtain the finance approval.

41 GST

The purchaser warrants that the property will be used predominantly for residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

42 Release of deposit

The purchaser:

- 42.1 authorises the vendor to use all or part of the deposit as:
 - 42.1.1 a deposit on a purchase by the vendor of a property or,
 - 42.1.2 as duty on the Contract for the sale of land for that property,
- 42.2 authorises the stakeholder to release all or part of the deposit for those purposes; and
- 42.3 must give on request to the stakeholder a written authority to release all or part of the deposit.

43 Requisitions on Title

The purchaser agrees that the only form of general requisitions on title that the purchaser is entitled to raise pursuant to standard clause 5 of the Contract must be in the form of the requisitions on title annexed hereto and marked Annexure "A".

44 Adjustments

The parties agree to adjust all outgoings, rates and land tax and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

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.

ANNEXURE A

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Karren Louise Challoner-Miles & Lee Ashley Challoner-Miles**
Purchaser:
Property: **4/28 Bent Street, Neutral Bay**
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*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

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

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

Affectations, notices and claims

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

Owners corporation management

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

Capacity

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

Requisitions and transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 4/SP17709

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/3/2021	8:52 AM	10	2/9/2018

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

LAND

LOT 4 IN STRATA PLAN 17709
AT NEUTRAL BAY
LOCAL GOVERNMENT AREA NORTH SYDNEY

FIRST SCHEDULE

KARREN LOUISE CHALLONER-MILES
LEE ASHLEY CHALLONER-MILES
AS JOINT TENANTS (T AG333764)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP17709
2 AH928925 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP17709

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
2/3/2021	8:52 AM	4	4/2/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 17709
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEUTRAL BAY

LOCAL GOVERNMENT AREA NORTH SYDNEY

PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1058072

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 17709

ADDRESS FOR SERVICE OF DOCUMENTS:

28-34 BENT STREET

NEUTRAL BAY 2089

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA
SCHEMES MANAGEMENT REGULATION 2016
- 3 B220400 COVENANT
B960200 C474481, R826853, R826854, R826855, R826856,
R848343 AND T222344. VARIATIONS OF COVENANT
- 4 H210030 EASEMENT FOR DRAINAGE AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 5 SP17709 EASEMENT TO DRAIN WATER 2 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 SP17709 EASEMENT TO DRAIN WATER 2 WIDE LIMITED IN HEIGHT TO
RL 38.70 A.H.D. AFFECTING THE PART SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 7 E337212 CHANGE OF BY-LAWS
- 8 DP1058072 THIS SCHEME IS NOW COMPRISED WITHIN LOT 3 IN DP
1058072
- 9 AF346551 CHANGE OF BY-LAWS
- 10 AK194888 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP17709

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 17709

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 40	2	- 39	3	- 40	4	- 38
5	- 38	6	- 47	7	- 38	8	- 39
9	- 45	10	- 40	11	- 39	12	- 41
13	- 36	14	- 34	15	- 36	16	- 33
17	- 48	18	- 38	19	- 34	20	- 36
21	- 37	22	- 33	23	- 43	24	- 37
25	- 34	26	- 37				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

213888

PRINTED ON 2/3/2021

* 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.

STRATA PLAN 17709

*Complete, or delete if inapplicable

(a) ~~except to the extent that the building encroaches on a public place;~~

* Delete if inapplicable

This is sheet 1 of my Plan in 4 sheets

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

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 AS AMENDED & SECTION 7 (3) OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE

1. EASEMENT TO DRAIN WATER 2 WIDE
2. EASEMENT TO DRAIN WATER 2 WIDE LIMITED IN HEIGHT TO R.L. 38.10A H.D.

The COMMON SEAL of CLYBURN PROPERTIES (PTY. LIMITED) was hereunto affixed by authority of the Board of Directors and in the presence of:-

Director

1

Secretary

Director



SURVEYOR'S REFERENCE: 11182

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space #11 P07719.2

Reduction Ratio 1: 500

Lengths are in metres

Parish : **WILLOUGHBY** County : **CUMBERLAND**

Mun./Shire City : NORTH SYDNEY Locality : NEUTRAL BAY

Name of, and *address for service of notices on, the body corporate
*Address required on original strata plan only.

THE PROPRIETORS STRATA PLAN N° 17709
N°s 28-34 BENT STREET, NEUTRAL BAY 2089

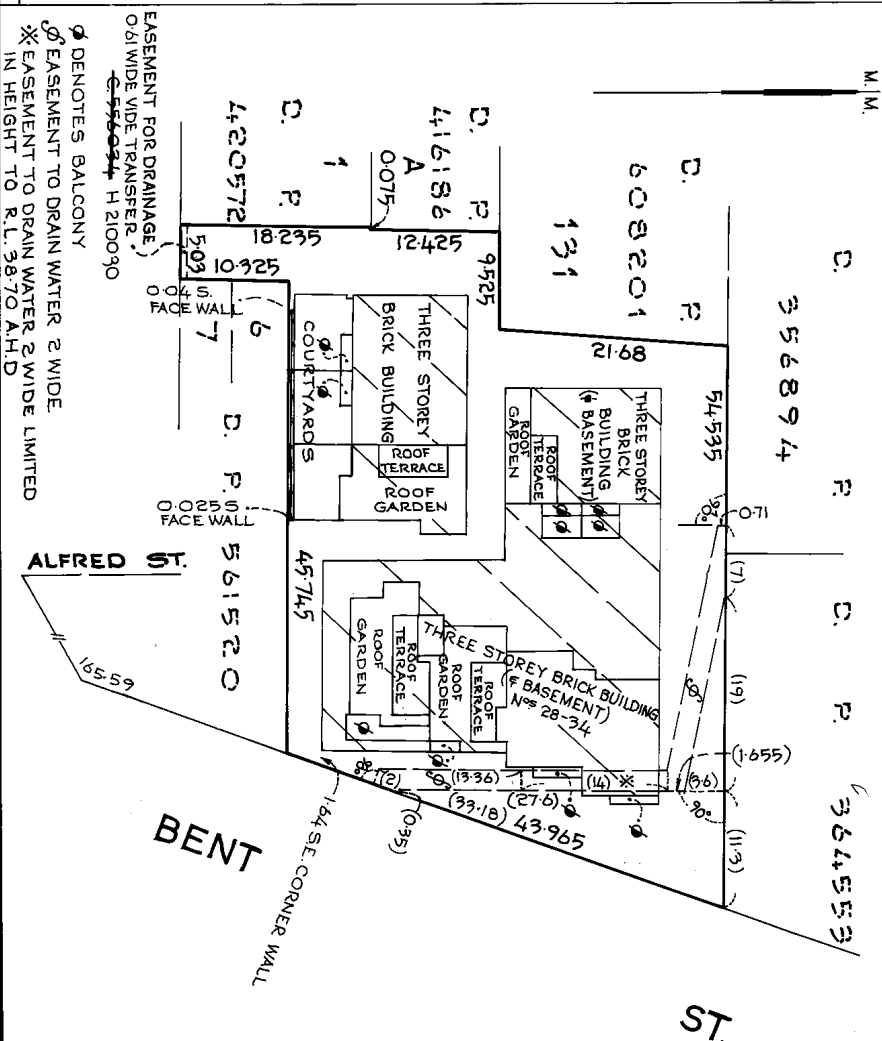
Registered :  3-12-1981

C.A. : N° 1386 OF 9-10-1981

Purpose : STRATA PLAN

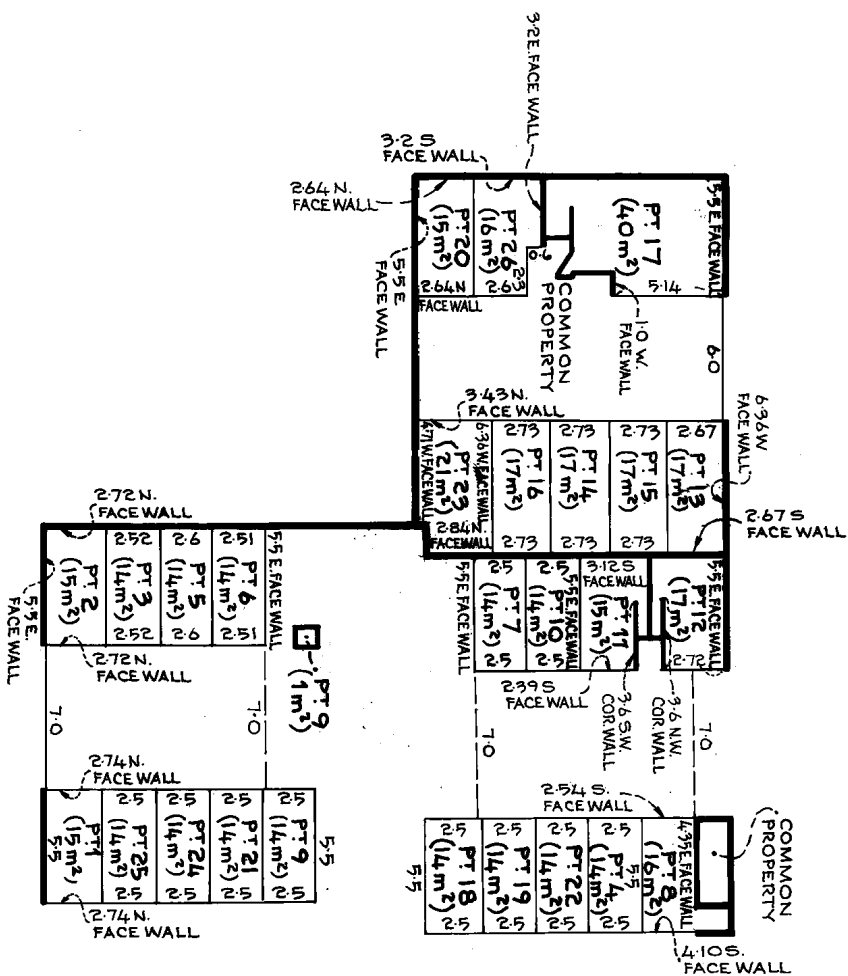
Ref. Map : NORTH SYDNEY SH53

Last Plan : D.P. 420572, D.P. 541872



STRATA PLAN 17709

SCHEDULE OF UNIT ENTITLEMENTS	
LOT N°	UNIT ENTITLEMENT
1	40
2	39
3	40
4	38
5	38
6	47
7	38
8	39
9	45
10	40
11	39
12	41
13	36
14	34
15	36
16	33
17	48
18	38
19	34
20	36
21	37
22	33
23	43
24	37
25	34
26	37
AGGREGATE	1000

BASEMENT
(CAR SPACES)

NOTES
AREAS ARE APPROXIMATE
STRATUM OF CAR SPACES IS LIMITED IN HEIGHT TO 2.1
ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF

Reduction Ratio 1: 250

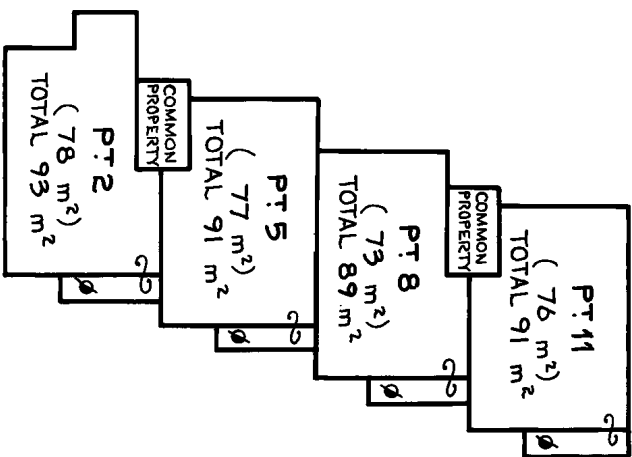
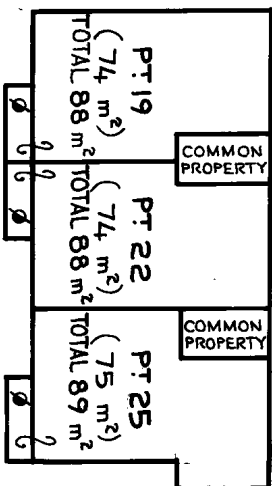
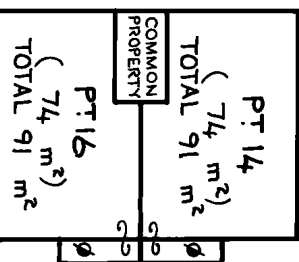
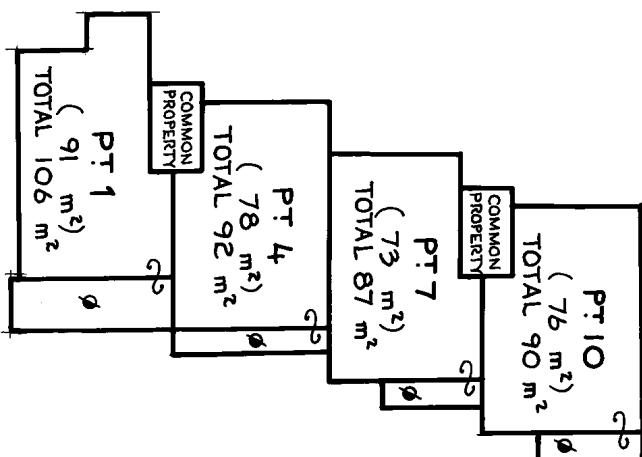
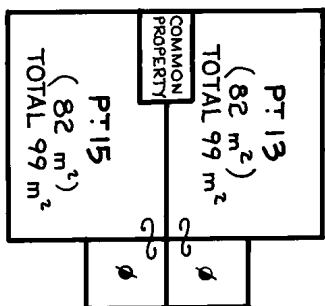
Lengths are in metres

Registered Surveyor

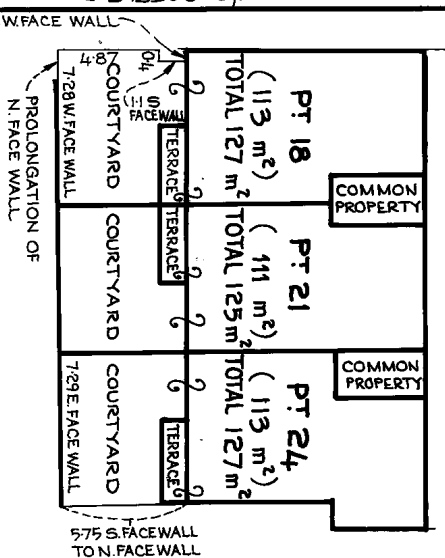
Council Clerk

SURVEYOR'S REFERENCE: 11182

STRATA PLAN 17709



GROUND FLOOR



NOTES

Ø DENOTES BALCONY

AREAS ARE APPROXIMATE & INCLUDE BALCONIES, COURTYARDS & TERRACES

STRATUM OF BALCONIES & TERRACES IS LIMITED IN HEIGHT TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF

STRATUM OF COURTYARD BEING PART LOT 24 EXTENDS FROM 0.2 BELOW TO 2.3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE TERRACE BEING PART OF LOT 24

STRATUM OF COURTYARD BEING PART OF LOT 21 EXTENDS FROM 2.0 BELOW TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE TERRACE BEING PART OF LOT 21

STRATUM OF COURTYARD BEING PART OF LOT 18 EXTENDS FROM 0.6 BELOW TO 2.1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE TERRACE BEING PART OF LOT 18

Reduction Ratio 1: 250

Lengths are in metres

FIRST FLOOR

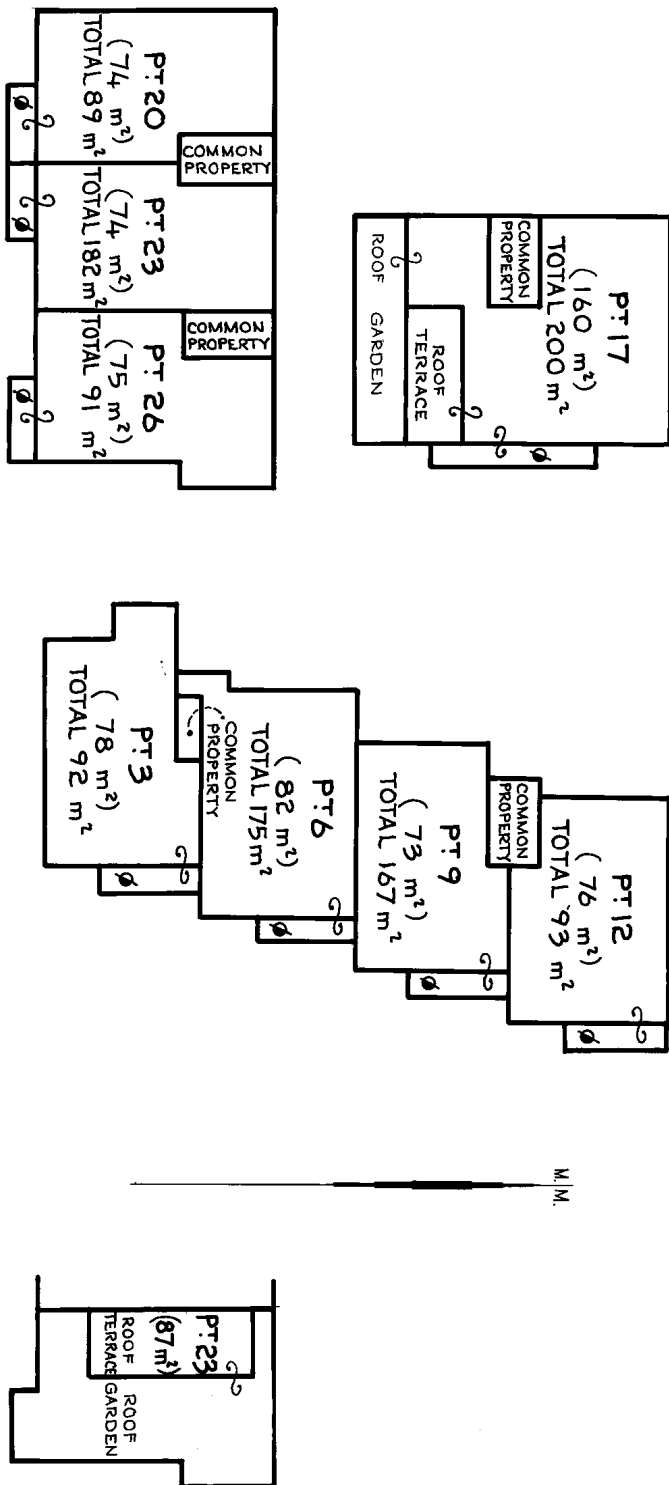
4/8 PORT 192

OFFICE USE ONLY

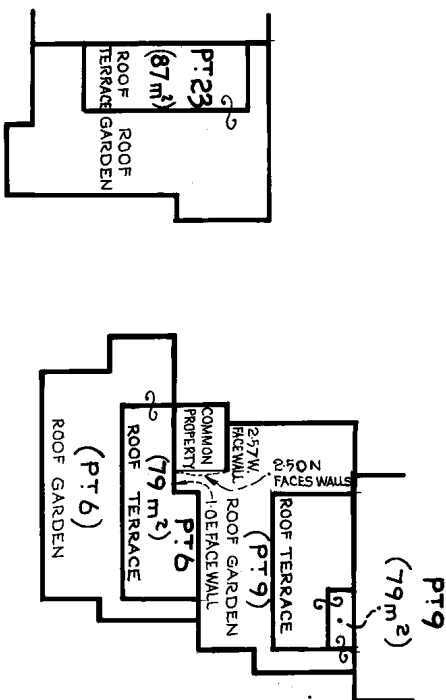
STRATA PLAN 17709

NOTES
 AREAS ARE APPROXIMATE & INCLUDE BALCONIES, ROOF TERRACES & ROOF GARDENS
 STRATUM OF BALCONIES, ROOF TERRACES & ROOF GARDENS IS LIMITED IN HEIGHT TO 21 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR THEREOF
 Ø DENOTES BALCONY

SECOND FLOOR



ROOF



Reduction Ratio 1: 250

Lengths are in metres



Registered Surveyor

Council Clerk

Strata Schemes Management Regulation 2016

Current version for 13 November 2020 to date (accessed 3 March 2021 at 13:59)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note—

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

2 Vehicles

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

Note—

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

3 Obstruction of common property

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

Note—

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not—

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

Note—

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

5 Damage to common property

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

corporation.

Note—

This by-law is subject to sections 109 and 110 of the [Strata Schemes Management Act 2015](#).

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing—
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the [Strata Schemes Management Act 2015](#), the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note—

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

6 Behaviour of owners and occupiers

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

Note—

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

7 Children playing on common property in building

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

Note—

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

8 Behaviour of invitees

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

Note—

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

9 Depositing rubbish and other material on common property

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

Note—

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

10 Drying of laundry items

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

Note—

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

11 Cleaning windows and doors

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

Note—

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

12 Storage of inflammable liquids and other substances and materials

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

Note—

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

13 Moving furniture and other objects on or through common property

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

Note—

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

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note—

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

15 Garbage disposal

An owner or occupier of a lot—

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

Note—

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

16 Keeping of animals

- (1) Subject to section 157 of the [Strata Schemes Management Act 2015](#), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note—

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

Note—

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

18 Notice board

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

Note—

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

19 Change in use of lot to be notified

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

Last Plan: DP561520 , SP17705

Lengths are in metres. Reduction Ratio 1 : 300

Parish: **WILLOUGHBY**
County: **CUMBERLAND**

(Delete if inapplicable)

1. FREDERICK LLEWELLYN OF BELIN

18 WYOMEE AVENUE, WEST PYMBLE, 2073
of
a surveyor registered under the Surveyors Act 1929,
I hereby certify that the survey represented in this plan is
accurate has been made in accordance with the Surveyors
(Practice) Regulation 1986, and was completed on
8TH OCTOBER, 2002
.....
The survey relates to

Datum line :
Zone : Suburban / Country

Surveyor registered under Surveyors Act 1929

Plans issued in preparation of Survey/Compensation:

DP 856517	DP 356894	DP 266926	SP 1651
DP 853789	DP 330428	DP 44186	SP 177030
DP 420372	DP 14860	DP 345404	SP 165335
DP 443038	DP 561520	DP 608201	SP 122222
DP 364555	DP 413655	DP 493761	SP 533399
DP 548732	DP 402166	DP 449627	SP 571212

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

Plans used in preparation of Survey/Compilation
DP 169615 DP 165068 DP 853785

AMENDMENT AT LTO BY ME 8/9/03 *Yeb*

BANGKOK AND NEW YORK
 BANGKOK GROUP LIMITED
 A/N 008 567 002
 BY ITS ATTORNEY UNDER POWER
 OF ATTORNEY JOHN JOHN DE WIT
 J. de Wit
 BANGKOK AND NEW YORK
 BANGKOK GROUP LIMITED
 A/N 008 567 002
 BY ITS ATTORNEY UNDER POWER
 OF ATTORNEY JOHN JOHN DE WIT
 J. de Wit

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed
SUBDIVISION
set out herewith.

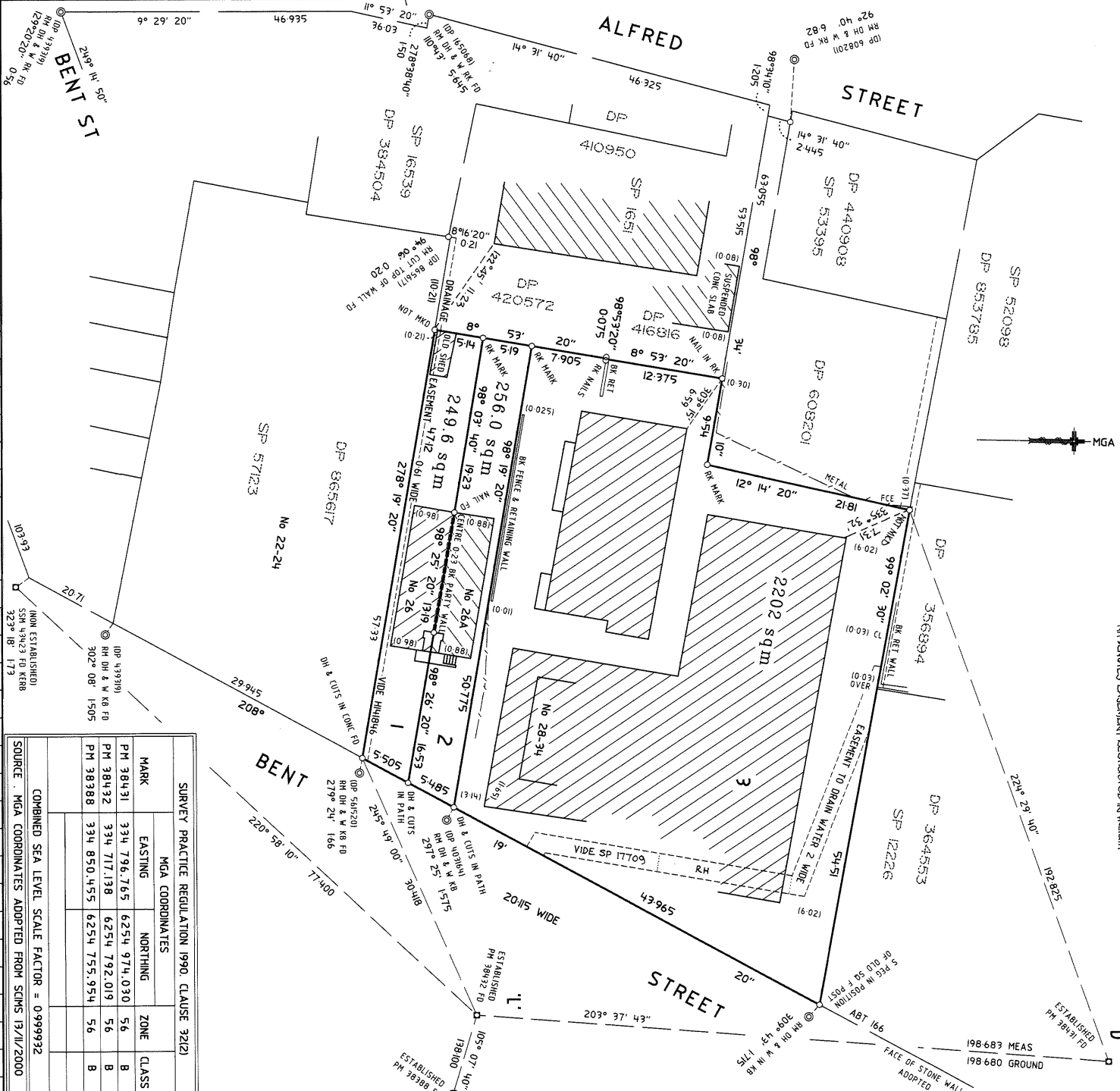
* Authorised Person / ~~General Manager~~ / Accredited-Officer
NORTH SYDNEY COUNCIL
Consent Authority

Accreditation No.

Subdivision Certificate No. 55/02

File No. 25/02

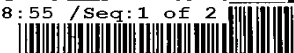
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.



SURVEY PRACTICE REGULATION 1990. CLAUSE 3(2)				
MARK	MGA COORDINATES		ZONE	CLASS
	EASTING	NORTHING		
PM 38431	334 796.765	6254 974.030	56	B
PM 38432	334 717.138	6254 792.019	56	B
PM 38388	334 850.455	6254 755.954	56	B

COMBINED SEA LEVEL SCALE FACTOR = 0.9999932

SOURCE : MGA COORDINATES ADOPTED FROM SDMS 13/11/2000



B220400D

Trusts must not be disclosed in the transfer

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

I, WE, CHARLES O'CONNOR MURRAY of Sydney, Solicitor,
MARY DOROTHEA LEONIE MURRAY of North Sydney, Spinster
being registered as the proprietor of an estate in fee simple (herein called transferors)
subject, however, to such encumbrances, liens and interests as are notified hereunder in
consideration of SEVEN HUNDRED POUNDS
(£00- -) (the receipt whereof is hereby acknowledged) paid to us by

B 220400
If to two or more, state whether as joint tenants or tenants in common.

B 220400

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred. If part only add "and being lot sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant)." Registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L. G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with section 89 of the Conveyancing Act, 1919. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

CLAUDE RICHARD COYTE of North Sydney, Builder, (herein called transferee)
do hereby transfer to the said transferee
ALL such outEstate and Interest in ALL THE land mentioned in the schedule following:—

(e)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	CUMBERLAND	WILLOUGHBY	the whole	3641	199.

And the transferee covenants with the transferors
1. That no subdivision of the said lands shall be made unless the frontage of any one block to Bent Street is not less than forty feet.
2. That more than one main building shall be erected on any one of the said blocks and no such building shall be of more than two stories including the ground floor.
3. Such buildings shall be built of brick stone or concrete with roof of tiles or slates and no single building shall be of less value including the land, than eight hundred pounds (£800).
4. No building of any description shall be erected on the cliff ledge in front of property known as "Baskwood".
5. No quarrying shall be done on any part of the land except for the purposes of building thereon.
6. Nothing shall be done on the said land which shall be a nuisance or annoyance to the adjoining owners.
The owners of "Baskwood" for any fees or charges dividing the said land from "Baskwood".
For the purpose of the above covenants the property known as "Baskwood" is that property having a frontage of 152 feet 0 1/2 inch. to Alfred Street and lying to the East of the said land and being the whole of the land comprised in Certificates of Title Volume 3628 Folios 237 and 238.
The land to which the benefit of the above covenants is intended to be appurtenant is the abovementioned property known as "Baskwood". The lands the subject of the burden of the said covenants is the whole of the land sold: the persons by whom or with whose consent the above covenants may be altered varied or modified are the owners for the time being of "Baskwood".

Clause 6 not to be relied on as a covenant.

A very short note will suffice.

ENCUMBRANCES, &c., REFERRED TO.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Signed at Sydney,
'Signed in my presence by the transferror'
WHO IS PERSONALLY KNOWN TO ME
'Signed
SYDNEY

the 29th day of May 1925.
Charles Murray
M D Leonie Murray
Transferor.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME
W. Sendall
Attended with
Perkins Stevenson & Co.
Solicitors

Claude Coyte
Transferee.

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. The Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

ms
sed

192

Signed in my presence by _____
who is personally known to me.

Mortgagee.

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

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

Signed at _____ the _____ day of _____ 192____

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

i This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1915, or the Execution of Trusts (War Facilities) Act, 1917.

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

- j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

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

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing

Acres 2 roods 38 perches.
Part Allots 13 14 15 & 19 Dec 1

Shire North Sydney
Municipality.....
Parish..... County Subject to Covenant

Blonde Richard Boyte Transferree.

Particulars entered in Register Book, Vol. 364 Fol. 199.

the 11th day of June 1925
at -minutes- 4 o'clock in the afternoon

Registrar General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	
Diagram Fees		
Additional Folios		

the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such County, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

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

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

Tenants in common must receive separate Certificates.

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

IPR 4 3 23 1931 B 960200

(1)

12/6
2/6
150
4430

REAL PROPERTY ACT, 1900.

APPLICATION FOR MODIFICATION OF RESTRICTIVE COVENANT

To the Registrar-General.

I, HARRY SNUDDEN of Roseville near Sydney in the State of New South Wales, Builder, the registered proprietor of the land contained in -

and Volume 3641 Folio 199.
C.S. Certificates of Title Volume 4305 Folio 84, lodged herewith HEREBY -

REQUEST you to make all necessary amendments and entries in the Register Book for giving effect to the Deed made between Eileen Marcella - Murray and Mary Dorothea Leonie Murray of the one part, and myself of the other part dated the twenty seventh day of March One thousand nine hundred and thirty.

DATED the twenty seventh day of March One thousand nine hundred and thirty.

SIGNED in my presence by the said
HARRY SNUDDEN who is personally -
known to me:

Harry Snudden.

Barrie Smith
Solicitor
Sydney

*Independent of me
of party concerned
St. Cath. 4/4/30*

Recd 7th March 1930



THIS DEED made the 15th day of March
One thousand nine hundred and thirty BETWEEN EILEEN MARCELLA MURRAY and MARY DOROTHEA LEONIE MURRAY of North Sydney in the State of New South Wales, Spinsters, of the one part AND HARRY SNUDDEN of Roseville near Sydney aforesaid, Builder, of the other part WHEREAS the said Eileen Marcella Murray and Mary Dorothea Leonie Murray are the owners of the property known as "^{Haslewood}~~Haselweed~~" and the registered proprietors as tenants in common of the whole of the land contained in Certificates of Title Volume 3628 Folios 237 and 238 AND WHEREAS by a Memorandum of Transfer No. B220400 Charles O'Connor Murray of Sydney, Solicitor, and the said Mary Dorothea Leonie Murray did transfer to the said Harry Snudden - certain land adjoining the said property known as "^{Haslewood}~~Haselweed~~" - subject to a certain covenant containing, inter alia, a clause (hereinafter referred to as Clause 1) in the words following, - that is to say:

"1. THAT no subdivision of the said lands shall be made unless the frontage of any one block to Bent Street is not less than - forty feet".

AND WHEREAS the said covenant provided that the land to which - the benefit thereof should be appurtenant was the said property known as "^{Haslewood}~~Haselweed~~" and that the lands the subject of the burden of the said covenant should be the whole of the land contained in the said Memorandum of Transfer No. B220400 and that the persons by whom or with whose consent the said covenant might be released varied or modified were the owners for the time being of "^{Haslewood}~~Haselweed~~" AND WHEREAS the said Harry Snudden has committed a breach of the said covenant, namely, that by Deposited Plan - No. 14860 he the said Harry Snudden subdivided the land contained in the said Memorandum of Transfer No. B220400 into allotments - of a less frontage to Bent Street aforesaid AND WHEREAS it has been agreed by and between the parties hereto that the said cov-

- 2 -

enant shall be varied and modified by omitting therefrom the said Clause 1 AND that the said Eileen Marcella Murray and Mary Dorothea Leonie Murray should waive and release all existing rights and remedies whatsoever for damages or otherwise which they the said Eileen Marcella Murray and Mary Dorothea Leonie Murray their heirs executors administrators and assigns now have or may hereafter have against the said Harry Snudden his heirs executors administrators and assigns NOW THIS DEED WITNESSETH that in consideration of the said agreement and of the sum of TEN SHILLINGS (10/-) paid by the said Harry Snudden to the said Eileen Marcella Murray and Mary Dorothea Leonie Murray (the receipt whereof is hereby acknowledged) they the said Eileen Marcella Murray and Mary Dorothea Leonie Murray do and each of them doth hereby vary and modify the said covenant by omitting the said Clause 1 therefrom and do and each of them doth for themselves their heirs executors administrators and assigns hereby surrender unto the said Harry Snudden his heirs executors administrators and assigns all their right title and benefit in and to the said Clause 1 of the said covenant and do and each of them doth forever release and discharge the said land contained in the said Transfer No. B220400 from the burden of the said Clause 1 of the said covenant AND THIS DEED FURTHER WITNESSETH that in consideration of the said agreement and of the said sum of Ten shillings (10/-) paid as aforesaid they the said Eileen Marcella Murray and Mary Dorothea - - Leonie Murray for themselves their heirs executors administrators and assigns do and each of them doth hereby waive and release all existing rights and remedies whatsoever for damages or otherwise which they or either of them now have or might -
- have against the said Harry Snudden his heirs executors administrators and assigns in respect of the said breach of covenant PROVIDED ALWAYS that the waiver and release hereinbefore contained shall not extend to or prejudice any rights of the said

- 3 -

Eileen Marcella Murray and Mary Dorothea Leonie Murray their heirs executors administrators and assigns in respect of any future breach of the said covenant as hereinbefore varied and modified.

IN WITNESS whereof the parties hereto have hereunto set their hands and affixed their seals on the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the
said EILEEN MARCELLA MURRAY and -
MARY DOROTHEA LEONIE MURRAY in the
presence of:

Eileen M. Murray.

MD Leonie Murray

Eileen M. Murray
MD Leonie Murray

SIGNED SEALED AND DELIVERED by the
said HARRY SNUDDEN in the presence
of:

Harry Snudden.

Racil Smith
Solomon
Sydney

B960200

Variation of Covenant

Lodged by
S.E. Cook
Salisbury
66 Mt. H.
Lydney

H
AR



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C474481

12.6
~~12.6~~
24/9/36

THIS DEED made the *eleventh* day of *September* 1936 BETWEEN EILEEN MARCELLA MURRAY and MARY DOROTHEA LEONIE MURRAY of North Sydney Spinsters of the one part and GEORGE HARPER FERNELEY of 10 Harden Street Northbridge Builder of the other part WHEREAS the said party of the second part is the purchaser and about to be the registered proprietor of the land comprised in Certificate of Title Volume 3641 Folio 199 AND WHEREAS the said land is subject to certain covenants AND WHEREAS the parties of the first part ~~are~~ the persons nominated in such covenants as having the right to release vary or modify the said covenants being the owners of property known as "Haslewood" being the whole of the land comprised in Certificates of Title Volume 3628 Folios 237 and 238 AND WHEREAS the parties of the first part have agreed with the party of the second part to vary and modify the said covenants as hereinafter set out NOW THIS DEED WITNESSETH that in pursuance of the said agreement the said parties of the first part hereby vary the said covenants by deleting the words "Not more than one main building shall be erected on any one of the said blocks and no such building shall be of more than two storeys including the ground floor" in clause 2 and substituting therefor "No building or buildings erected on the said land or any part thereof shall be of more than two storeys in height including the ground floor" and by deleting the words "No quarrying shall be done on any part of the land except for the purposes of building thereon" in clause 5 and substituting therefor "No quarry shall be conducted on the said land or any part thereof for any commercial purposes but this shall not prevent any quarrying on the said land so long as the stone taken therefrom is used in connection with buildings being erected on the said land or for fencing and beautification purposes" AND the said parties hereto request the Registrar General to make all necessary amendments for the purpose of giving effect to the Agreement hereinbefore set out IN WITNESS whereof these presents have been executed the day and year firstly hereinbefore mentioned.

SIGNED SEALED AND DELIVERED)

by the said EILEEN MARCELLA

MURRAY in the presence of

H.D. Angwin J.P.

Eileen M. Murray

SIGNED SEALED AND DELIVERED)

by the said MARY DOROTHEA

LEONIE MURRAY in the

presence of

H.D. Angwin J.P.

M.D. Leonie Murray

SIGNED SEALED AND DELIVERED)

by the said GEORGE HARPER

FERNELEY in the presence of

Harper
Solicitor

Harper

G.H. Ferneley

The Registrar General.

Sydney.

*Not back registered
Collected by*

Date 17/6

4

[Signature]

Albrecht, M. 1946

16947

Duration of Covenant

FULLER & CO.
LAW STATIONERS &
CONVEYANCING AGENTS
100-110 QUEEN ST. SYDNEY

C474481

REAL PROPERTY ACT 1900

CONVEYANCING ACT, 1919 (AS AMENDED)

TO THE REGISTRAR GENERAL

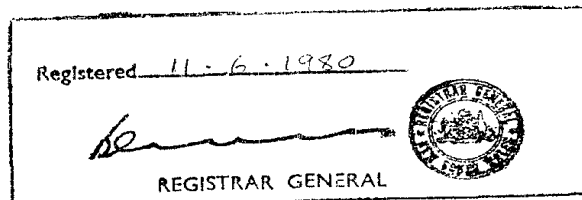
RRS
I, PETER DUFFIELD of 32 Bent Street, North Sydney, Architect,
the registered proprietor of the land comprised in Certificate
of Title Volume 11331 Folio 127 HEREBY REQUEST you to make
all necessary entries in the Register Book for noting the
effect of the Deed made the 11th day of April 1980,
varying
~~extinguishing~~ the restrictive covenant contained in Memorandum
of Transfer B220400 and which is noted on the said Certificate
of Title.

I N support of this Request we lodge herewith the following :-

- RRS*
- (i) Certificate of Title Volume 11331 Folio 127.
 - (ii) The original Deed executed by all necessary parties
to vary ~~extinguish~~ the covenant.

DATED this 25th day of march 1980

SIGNED in my presence by)
the said PETER DUFFIELD)



R 8 2 6 8 5 3

JP 10014

Lyndue + STEWART

149 m

CT 17

15/3/21



DEED made the 11th day of April One thousand nine hundred and eighty
BETWEEN THE PROPRIETORS - STRATA PLAN 1651 a duly incorporated body with
its address for service of notices at 389A Alfred Street, North Sydney in
the State of New South Wales, TERENCE JOSEPH McNALLY of 5 Tobruk Avenue,
Cremorne in the said State, Solicitor and ANN LOUISE FORRESTER of 389
Alfred Street, North Sydney in the said State, Femme Sole (hereinafter
jointly and severally called "the Releasors") of the One Part AND PETER
DUFFIELD of 32 Bent Street, North Sydney in the said State, Architect,
BLUEBENT INVESTMENTS PTY. LIMITED a company duly incorporated in the said
State and having its registered office at 36 Carlow Street, Crows Nest
aforesaid and PETER DUFFIELD & ASSOCIATES PTY. LIMITED a company duly
incorporated in the said State and having its registered office at 36
Carlow Street, Crows Nest aforesaid (hereinafter jointly and severally
called "the Releasees") of the Other Part W H E R E A S:

- A. The Proprietors - Strata Plan 1651 is the registered proprietor of the whole of the lands comprised in Certificate of Title Volume 8504 Folio 151.
- B. Terence Joseph McNally is the registered proprietor of the lands comprised in Certificate of Title Volume 6759 Folio 162.
- C. Ann Louise Forrester is the registered proprietor of the lands comprised in Certificate of Title Volume 8012 Folio 9.
- D. Peter Duffield is the registered proprietor of the lands comprised in Certificate of Title Volume 11331 Folio 127.
- E. Bluebent Investments Pty. Limited is the registered proprietor of the lands comprised in Certificate of Title Volume 11331 Folio 128.
- F. Peter Duffield & Associates Pty. Limited has irrevocable options to acquire the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125 and Volume 8303 Folio 37 and proposes to duly exercise such options.

Ann Forrester

Gabriella Young

T J McNally

N. Grimbly
Chairman

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

- 2 -

- G. The five (5) parcels of land owned or to be acquired by the Releasees are subject to the burden of a restrictive covenant created by the registration of Transfer B220400 (hereinafter called "the said restrictive covenant") which is endorsed as an encumbrance on each of the titles to the five (5) parcels of land.
- H. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenants is attached.
- I. The Releasors recognising that the said restrictive covenants may not be enforceable at their suit or at the suit of any one or more of them have agreed to enter into this Deed by way of formally varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that in consideration of the premises and in pursuance of the said agreement the Releasors for themselves and their respective successors or personal representatives (as the case may be) and assigns HEREBY COVENANT AND AGREE with the Releasees for themselves and their respective successors or personal representatives (as the case may be) and assigns as follows:

1. That the said restrictive covenants be varied as follows:
- (a) That the words "Not more" be deleted from paragraph 2 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, not more".
 - (b) That the words "Such buildings" be deleted from paragraph 3 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, such buildings".
 - (c) That a new sub-paragraph be added thereto as follows:
"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, and Volume 11331 Folios 127 and 128, of a residential flat building in three (3) blocks containing a total of 26 units in accordance with the plans approved by and forming

P Duffield

Gabriella Young
V. Grimely Chairman

Ann Forrester
T J McNally



- 3 -

part of a Development Approval No. P66/28/3, dated
29th December, 1979 issued by the Council for the
Municipality of North Sydney to Peter Duffield & Associates
Pty. Limited."

2. The Releasors HEREBY CONSENT to the Releasees making application to
the Registrar General to vary the reference to the said restrictive
covenant from the Certificates of Title owned or to be acquired by the
Releasees and shall do all such acts and things (at the cost of the
Releasees) to achieve the due variation of the said restrictive covenant as
aforesaid.

3. The Releasees shall pay the Releasors' reasonable legal costs in
relation to the preparation and execution of this Deed and the variation of
the said restrictive covenant and shall bear the responsibility for payment
of all stamp duty, registration fees payable in respect hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the
day and year first hereinbefore written.

THE COMMON SEAL of THE PROPRIETORS -)
STRATA PLAN 1651 was hereunto affixed)
in the presence of:)

L.S

Gabriella Young

V. Grimby
Chairman

SIGNED SEALED AND DELIVERED by the)
said TERENCE JOSEPH McNALLY in the)
presence of:)

T J McNally

F. Greenwood

SIGNED SEALED AND DELIVERED by the)
said ANN LOUISE FORRESTER in the)
presence of:)

Ann Forrester

L. Kerr

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

- 4 -

SIGNED SEALED AND DELIVERED by the)
said PETER DUFFIELD in the presence)
of:

P Duffield

R. R. Bruce
R. R. BRUCE
A SOLICITOR OF THE SUPREME COURT
OF N.S.W.

THE COMMON SEAL of BLUEBENT INVESTMENTS)
PTY LIMITED was hereunto affixed by)
authority of the Board of Directors)
and in the presence of:

L.S.
P Duffield
DIRECTOR

L. Duffield
SECRETARY

THE COMMON SEAL of PETER DUFFIELD)
& ASSOCIATES PTY. LIMITED was hereunto)
affixed by authority of the Board of)
Directors and in the presence of:

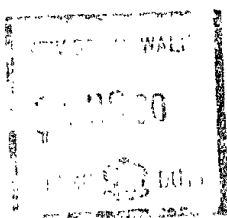
L.S.
P Duffield
DIRECTOR

L. Duffield
SECRETARY

I, ROBERT RITCHIE BRUCE as Solicitor for the Releasees herein, certify this
to be a true copy of the original Deed made between the parties on the 11th
day of April, 1980.

.....
Robert Ritchie Bruce

DATED the 4th day of June 1980.



80 MAY 7. All: 08

REAL PROPERTY ACT 1900

CONVEYANCING ACT, 1919 (AS AMENDED)

D
M.P.D

TO THE REGISTRAR GENERAL

to PD
BLUEBENT INVESTMENTS PTY. LIMITED of 36 Carlow Street, North Sydney
the registered proprietor of the land comprised in Certificate of
Title Volume 11331 Folio 128 HEREBY REQUEST you to make all
necessary entries in the Register Book for noting the effect of
the Deed made the 11th day of April 1980, ^{varying} ~~extinguishing~~
the restrictive covenant contained in Memorandum of Transfer B220400
and which is noted on the said Certificate of Title.

I N support of this Request we lodge herewith the following :-

- to PD*
- (i) Certificate of Title Volume 11331 Folio 128.
 - (ii) The original Deed executed by all necessary parties
to ^{vary} ~~extinguish~~ the covenant.

DATED this 25th day of March 1980.

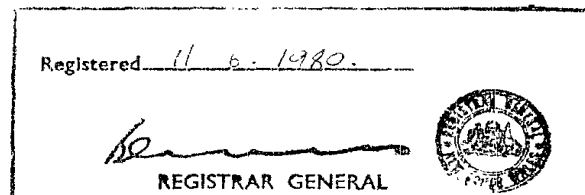
THE COMMON SEAL of BLUEBENT
INVESTMENTS PTY. LIMITED was
hereunto affixed in the
presence of -

L. Duffield

Secretary



[Signature]
Director



Prod. CT ① 12.6.80 *Ad.* (336 N)



DEED made the 11th day of April One thousand nine hundred and eighty
BETWEEN THE PROPRIETORS - STRATA PLAN 1651 a duly incorporated body with
its address for service of notices at 389A Alfred Street, North Sydney in
the State of New South Wales, TERENCE JOSEPH McNALLY of 5 Tobruk Avenue,
Cremorne in the said State, Solicitor and ANN LOUISE FORRESTER of 389
Alfred Street, North Sydney in the said State, Femme Sole (hereinafter
jointly and severally called "the Releasors") of the One Part AND PETER
DUFFIELD of 32 Bent Street, North Sydney in the said State, Architect,
BLUEBENT INVESTMENTS PTY. LIMITED a company duly incorporated in the said
State and having its registered office at 36 Carlow Street, Crows Nest
aforesaid and PETER DUFFIELD & ASSOCIATES PTY. LIMITED a company duly
incorporated in the said State and having its registered office at 36
Carlow Street, Crows Nest aforesaid (hereinafter jointly and severally
called "the Releasees") of the Other Part W H E R E A S:

- A. The Proprietors - Strata Plan 1651 is the registered proprietor of the whole of the lands comprised in Certificate of Title Volume 8504 Folio 151.
- B. Terence Joseph McNally is the registered proprietor of the lands comprised in Certificate of Title Volume 6759 Folio 162.
- C. Ann Louise Forrester is the registered proprietor of the lands comprised in Certificate of Title Volume 8012 Folio 9.
- D. Peter Duffield is the registered proprietor of the lands comprised in Certificate of Title Volume 11331 Folio 127.
- E. Bluebent Investments Pty. Limited is the registered proprietor of the lands comprised in Certificate of Title Volume 11331 Folio 128.
- F. Peter Duffield & Associates Pty. Limited has irrevocable options to acquire the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125 and Volume 8303 Folio 37 and proposes to duly exercise such options.

Ann Forrester

Gabriella Young

T J McNally

N. Grimbley
Chairman

P Duffield

HEET MUST NOT BE FOLDED OR CREASED

Q 226 854 82

W.T.H

BIND

- 2 -

- G. The five (5) parcels of land owned or to be acquired by the Releasees are subject to the burden of a restrictive covenant created by the registration of Transfer B220400 (hereinafter called "the said restrictive covenant") which is endorsed as an encumbrance on each of the titles to the five (5) parcels of land.
- H. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenants is attached.
- I. The Releasors recognising that the said restrictive covenants may not be enforceable at their suit or at the suit of any one or more of them have agreed to enter into this Deed by way of formally varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that in consideration of the premises and in pursuance of the said agreement the Releasors for themselves and their respective successors or personal representatives (as the case may be) and assigns HEREBY COVENANT AND AGREE with the Releasees for themselves and their respective successors or personal representatives (as the case may be) and assigns as follows:

1. That the said restrictive covenants be varied as follows:
- (a) That the words "Not more" be deleted from paragraph 2 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, not more".
 - (b) That the words "Such buildings" be deleted from paragraph 3 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, such buildings".
 - (c) That a new sub-paragraph be added thereto as follows:
"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, and Volume 11331 Folios 127 and 128, of a residential flat building in three (3) blocks containing a total of 26 units in accordance with the plans approved by and forming

P Duffield

Gabriella Young
V. Grimely Chairman

Ann Forrester
T J McNally



part of a Development Approval No. P66/28/3, dated
29th December, 1979 issued by the Council for the
Municipality of North Sydney to Peter Duffield & Associates
Pty. Limited."

2. The Releasors HEREBY CONSENT to the Releasees making application to
the Registrar General to vary the reference to the said restrictive
covenant from the Certificates of Title owned or to be acquired by the
Releasees and shall do all such acts and things (at the cost of the
Releasees) to achieve the due variation of the said restrictive covenant as
aforesaid.

3. The Releasees shall pay the Releasors' reasonable legal costs in
relation to the preparation and execution of this Deed and the variation of
the said restrictive covenant and shall bear the responsibility for payment
of all stamp duty, registration fees payable in respect hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the
day and year first hereinbefore written.

THE COMMON SEAL of THE PROPRIETORS -)
STRATA PLAN 1651 was hereunto affixed)
in the presence of:)

L.S

Gabriella Young

V. Grimbly
Chairman

SIGNED SEALED AND DELIVERED by the)
said TERENCE JOSEPH McNALLY in the)
presence of:)

T J McNally

F. Greenwood

SIGNED SEALED AND DELIVERED by the)
said ANN LOUISE FORRESTER in the)
presence of:)

Ann Forrester

L Kerr

P Duffield

- 4 -

SIGNED SEALED AND DELIVERED by the)
said PETER DUFFIELD in the presence) P Duffield
of:)

R. R. Bruce
R. R. BRUCE
A SOLICITOR OF THE SUPREME COURT
OF N.S.W.

THE COMMON SEAL of BLUEBENT INVESTMENTS) L.S.
PTY LIMITED was hereunto affixed by) P Duffield
authority of the Board of Directors) DIRECTOR
and in the presence of:)

L. Duffield
SECRETARY

THE COMMON SEAL of PETER DUFFIELD) L.S.
& ASSOCIATES PTY. LIMITED was hereunto) P Duffield
affixed by authority of the Board of) DIRECTOR
Directors and in the presence of:)

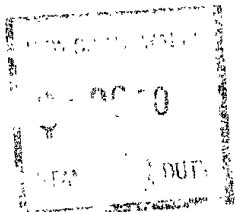
L. Duffield
SECRETARY

I, ROBERT RITCHIE BRUCE as Solicitor for the Releasees herein, certify this
to be a true copy of the original Deed made between the parties on the 11th
day of April, 1980.

.....
Robert Ritchie Bruce

DATED the 4th day of June 1980.

B



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All: 08

R 826855

5 \$42

sealing
fee

REAL PROPERTY ACT, 1900

CONVEYANCING ACT, 1919 (AS AMENDED)

M.F.D.

TO THE REGISTRAR GENERAL

WE, BETTY NASH formerly of Parkes now of 4 Tarban Street, Gladesville,
Teacher and OWEN GEORGE BROOKER formerly of Potts Point now of
4 Tarban Street, Gladesville, Technician, the registered proprietors of
the land comprised in Certificate of Title Volume 8303 Folio 37
HEREBY REQUEST you to make all necessary entries in the Register Book
for noting the effect of the Deed made the 11th day of April 1980,
^{VARVING}
~~extinguishing~~ the restrictive covenant contained in Memorandum of
Transfer B220400 and which is noted on the said Certificate of Title.

IN support of this Request we lodge herewith the following :-

- (i) Certificate of Title Volume 8303 Folio 37.
- (ii) The original Deed executed by all necessary parties to
^{VARV}
~~extinguish~~ the covenant.

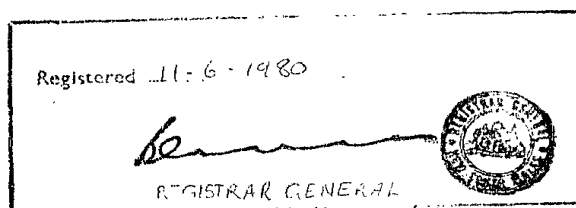
DATED this 15th day of April 1980

SIGNED in my presence by)
the said BETTY NASH :-)

..... B. Nash

SIGNED in my presence by)
the said OWEN GEORGE BROOKER :)

..... G. Brooker





DEED made the 11th day of April One thousand nine hundred and eighty
BETWEEN THE PROPRIETORS - STRATA PLAN 1651 a duly incorporated body with
its address for service of notices at 389A Alfred Street, North Sydney in
the State of New South Wales, TERENCE JOSEPH McNALLY of 5 Tobruk Avenue,
Cremorne in the said State, Solicitor and ANN LOUISE FORRESTER of 389
Alfred Street, North Sydney in the said State, Femme Sole (hereinafter
jointly and severally called "the Releasors") of the One Part AND PETER
DUFFIELD of 32 Bent Street, North Sydney in the said State, Architect,
BLUEBENT INVESTMENTS PTY. LIMITED a company duly incorporated in the said
State and having its registered office at 36 Carlow Street, Crows Nest
aforesaid and PETER DUFFIELD & ASSOCIATES PTY. LIMITED a company duly
incorporated in the said State and having its registered office at 36
Carlow Street, Crows Nest aforesaid (hereinafter jointly and severally
called "the Releasees") of the Other Part W H E R E A S:

- A. The Proprietors - Strata Plan 1651 is the registered proprietor of the
whole of the lands comprised in Certificate of Title Volume 8504 Folio
151.
- B. Terence Joseph McNally is the registered proprietor of the lands
comprised in Certificate of Title Volume 6759 Folio 162.
- C. Ann Louise Forrester is the registered proprietor of the lands
comprised in Certificate of Title Volume 8012 Folio 9.
- D. Peter Duffield is the registered proprietor of the lands comprised in
Certificate of Title Volume 11331 Folio 127.
- E. Bluebent Investments Pty. Limited is the registered proprietor of the
lands comprised in Certificate of Title Volume 11331 Folio 128.
- F. Peter Duffield & Associates Pty. Limited has irrevocable options to
acquire the lands comprised in Certificates of Title Volume 4169 Folio
178, Volume 8042 Folio 125 and Volume 8303 Folio 37 and proposes to
duly exercise such options.

Ann Forrester

Gabriella Young

T J McNally

N. Grimbly
Chairman

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

2826855

W14

B12

- 2 -

- G. The five (5) parcels of land owned or to be acquired by the Releasees are subject to the burden of a restrictive covenant created by the registration of Transfer B220400 (hereinafter called "the said restrictive covenant") which is endorsed as an encumbrance on each of the titles to the five (5) parcels of land.
- H. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenants is attached.
- I. The Releasors recognising that the said restrictive covenants may not be enforceable at their suit or at the suit of any one or more of them have agreed to enter into this Deed by way of formally varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that in consideration of the premises and in pursuance of the said agreement the Releasors for themselves and their respective successors or personal representatives (as the case may be) and assigns HEREBY COVENANT AND AGREE with the Releasees for themselves and their respective successors or personal representatives (as the case may be) and assigns as follows:

1. That the said restrictive covenants be varied as follows:
- (a) That the words "Not more" be deleted from paragraph 2 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, not more".
 - (b) That the words "Such buildings" be deleted from paragraph 3 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, such buildings".
 - (c) That a new sub-paragraph be added thereto as follows:
"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, and Volume 11331 Folios 127 and 128, of a residential flat building in three (3) blocks containing a total of 26 units in accordance with the plans approved by and forming

P Duffield

Gabriella Young
V. Grimely Chairman

Ann Forrester
T J McNally



- 3 -

part of a Development Approval No. P66/28/3, dated
29th December, 1979 issued by the Council for the
Municipality of North Sydney to Peter Duffield & Associates
Pty. Limited."

2. The Releasors HEREBY CONSENT to the Releasees making application to
the Registrar General to vary the reference to the said restrictive
covenant from the Certificates of Title owned or to be acquired by the
Releasees and shall do all such acts and things (at the cost of the
Releasees) to achieve the due variation of the said restrictive covenant as
aforesaid.

3. The Releasees shall pay the Releasors' reasonable legal costs in
relation to the preparation and execution of this Deed and the variation of
the said restrictive covenant and shall bear the responsibility for payment
of all stamp duty, registration fees payable in respect hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the
day and year first hereinbefore written.

THE COMMON SEAL of THE PROPRIETORS -)
STRATA PLAN 1651 was hereunto affixed)
in the presence of:)

Gabriella Young

L.S

V. Grimbly
Chairman

SIGNED SEALED AND DELIVERED by the)
said TERENCE JOSEPH McNALLY in the)
presence of:)

F. Greenwood

T J McNally

SIGNED SEALED AND DELIVERED by the)
said ANN LOUISE FORRESTER in the)
presence of:)

L Kerr

Ann Forrester

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

- 4 -

SIGNED SEALED AND DELIVERED by the)
said PETER DUFFIELD in the presence) P Duffield
of:)

R. R. Bruce
R. R. BRUCE
A SOLICITOR OF THE SUPREME COURT
OF N.S.W.

THE COMMON SEAL of BLUEBENT INVESTMENTS)
PTY LIMITED was hereunto affixed by) L.S.
authority of the Board of Directors) P Duffield
and in the presence of:) DIRECTOR

L. Duffield
SECRETARY

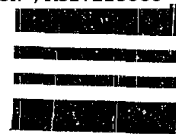
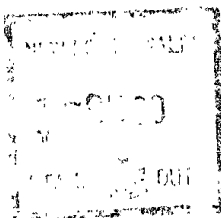
THE COMMON SEAL of PETER DUFFIELD)
& ASSOCIATES PTY. LIMITED was hereunto) L.S.
affixed by authority of the Board of) P Duffield
Directors and in the presence of:) DIRECTOR

L. Duffield
SECRETARY

I, ROBERT RITCHIE BRUCE as Solicitor for the Releasees herein, certify this
to be a true copy of the original Deed made between the parties on the 11th
day of April, 1980.

.....
Robert Ritchie Bruce

DATED the 4th day of June 1980.



7:41:08
Y ACT, 1900

11-6-80 R 826856
S. 842 Sealing
for
D
M. D.

CONVEYANCING ACT, 1919 (AS AMENDED)

TO THE REGISTRAR GENERAL

I, MARGARET RUTH STACKER formerly of 30 Bent Street, North Sydney now of Lane Cove, Married Woman, the registered proprietor of the land comprised in Certificate of Title Volume 8042 Folio 125 HEREBY REQUEST you to make all necessary entries in the Register Book for noting the effect of the

Deed made the 11th day of April 1980,
varying the restrictive covenant contained in Memorandum of Transfer B220400 and which is noted on the said Certificate of Title.

IN support of this request I lodge herewith the following:-

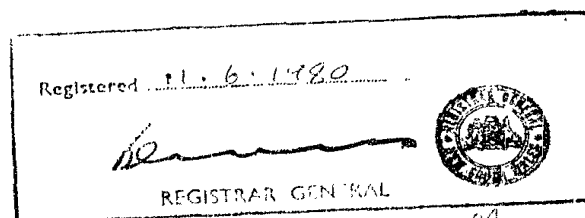
- (i) Certificate of Title Volume 8042 Folio 125.
- (ii) The original Deed executed by all necessary parties to vary the covenant.

DATED this 11th day of April 1980.

SIGNED in my presence by
the said MARGARET RUTH STACKER:-

[Signature]

.....Margaret Stacker.....



CT prod. (1) Mailed 12.6.80



DEED made the 11th day of April One thousand nine hundred and eighty
BETWEEN THE PROPRIETORS - STRATA PLAN 1651 a duly incorporated body with
its address for service of notices at 389A Alfred Street, North Sydney in
the State of New South Wales, TERENCE JOSEPH McNALLY of 5 Tobruk Avenue,
Cremorne in the said State, Solicitor and ANN LOUISE FORRESTER of 389
Alfred Street, North Sydney in the said State, Femme Sole (hereinafter
jointly and severally called "the Releasors") of the One Part AND PETER
DUFFIELD of 32 Bent Street, North Sydney in the said State, Architect,
BLUEBENT INVESTMENTS PTY. LIMITED a company duly incorporated in the said
State and having its registered office at 36 Carlow Street, Crows Nest
aforesaid and PETER DUFFIELD & ASSOCIATES PTY. LIMITED a company duly
incorporated in the said State and having its registered office at 36
Carlow Street, Crows Nest aforesaid (hereinafter jointly and severally
called "the Releasees") of the Other Part W H E R E A S:

- A. The Proprietors - Strata Plan 1651 is the registered proprietor of the
whole of the lands comprised in Certificate of Title Volume 8504 Folio
151.
- B. Terence Joseph McNally is the registered proprietor of the lands
comprised in Certificate of Title Volume 6759 Folio 162.
- C. Ann Louise Forrester is the registered proprietor of the lands
comprised in Certificate of Title Volume 8012 Folio 9.
- D. Peter Duffield is the registered proprietor of the lands comprised in
Certificate of Title Volume 11331 Folio 127.
- E. Bluebent Investments Pty. Limited is the registered proprietor of the
lands comprised in Certificate of Title Volume 11331 Folio 128.
- F. Peter Duffield & Associates Pty. Limited has irrevocable options to
acquire the lands comprised in Certificates of Title Volume 4169 Folio
178, Volume 8042 Folio 125 and Volume 8303 Folio 37 and proposes to
duly exercise such options.

Ann Forrester

Gabriella Young

T J McNally

N. Grimby
Chairman

P Duffield

- 2 -

- G. The five (5) parcels of land owned or to be acquired by the Releasees are subject to the burden of a restrictive covenant created by the registration of Transfer B220400 (hereinafter called "the said restrictive covenant") which is endorsed as an encumbrance on each of the titles to the five (5) parcels of land.
- H. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenants is attached.
- I. The Releasors recognising that the said restrictive covenants may not be enforceable at their suit or at the suit of any one or more of them have agreed to enter into this Deed by way of formally varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that in consideration of the premises and in pursuance of the said agreement the Releasors for themselves and their respective successors or personal representatives (as the case may be) and assigns HEREBY COVENANT AND AGREE with the Releasees for themselves and their respective successors or personal representatives (as the case may be) and assigns as follows:

1. That the said restrictive covenants be varied as follows:
- (a) That the words "Not more" be deleted from paragraph 2 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, not more".
 - (b) That the words "Such buildings" be deleted from paragraph 3 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, such buildings".
 - (c) That a new sub-paragraph be added thereto as follows:
"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, and Volume 11331 Folios 127 and 128, of a residential flat building in three (3) blocks containing a total of 26 units in accordance with the plans approved by and forming

P Duffield

Gabriella Young
V. Grimely Chairman

Ann Forrester
T J McNally



- 3 -

part of a Development Approval No. P66/28/3, dated
29th December, 1979 issued by the Council for the
Municipality of North Sydney to Peter Duffield & Associates
Pty. Limited."

2. The Releasors HEREBY CONSENT to the Releasees making application to
the Registrar General to vary the reference to the said restrictive
covenant from the Certificates of Title owned or to be acquired by the
Releasees and shall do all such acts and things (at the cost of the
Releasees) to achieve the due variation of the said restrictive covenant as
aforesaid.

3. The Releasees shall pay the Releasors' reasonable legal costs in
relation to the preparation and execution of this Deed and the variation of
the said restrictive covenant and shall bear the responsibility for payment
of all stamp duty, registration fees payable in respect hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the
day and year first hereinbefore written.

THE COMMON SEAL of THE PROPRIETORS -)
STRATA PLAN 1651 was hereunto affixed)
in the presence of:)

L.S

Gabriella Young

V. Grimbly
Chairman

SIGNED SEALED AND DELIVERED by the)
said TERENCE JOSEPH McNALLY in the)
presence of:)

T J McNally

F. Greenwood

SIGNED SEALED AND DELIVERED by the)
said ANN LOUISE FORRESTER in the)
presence of:)

Ann Forrester

L Kerr

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

- 4 -

SIGNED SEALED AND DELIVERED by the)
said PETER DUFFIELD in the presence)
of:

P Duffield

R. R. Bruce
R. R. BRUCE
A SOLICITOR OF THE SUPREME COURT
OF N.S.W.

THE COMMON SEAL of BLUMBENT INVESTMENTS)
PTY LIMITED was hereunto affixed by)
authority of the Board of Directors)
and in the presence of:

L.S.
P Duffield
DIRECTOR

L. Duffield
SECRETARY

THE COMMON SEAL of PETER DUFFIELD)
& ASSOCIATES PTY. LIMITED was hereunto)
affixed by authority of the Board of)
Directors and in the presence of:

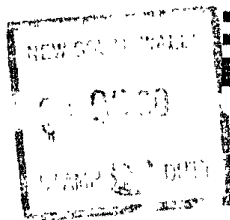
L.S.
P Duffield
DIRECTOR

L. Duffield
SECRETARY

I, ROBERT RITCHIE BRUCE as Solicitor for the Releasees herein, certify this
to be a true copy of the original Deed made between the parties on the 11th
day of April, 1980.

.....
Robert Ritchie Bruce

DATED the 4th day of June 1980.



80 MAY 19 12:02
ALL APT 08
REAL PROPERTY ACT, 1900

CONVEYANCING ACT, 1919 (AS AMENDED)

1848343

Soal \$42

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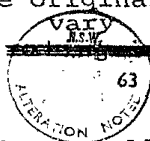
M.P.D.

TO THE REGISTRAR GENERAL

I, CHESTER KUC formerly of Neutral Bay now of 34 Bent Street,
North Sydney, Leatherworker, the registered proprietor of the
land comprised in Certificate of Title Volume 4169 Folio 178
HEREBY REQUEST you to make all necessary entries in the
Register Book for noting the effect of the Deed made the
11th day of April 1980, ~~canceling~~ ^{varying} the
restrictive covenant contained in Memorandum of Transfer B220400
and which is noted on the said Certificate of Title.

I N support of this Request I lodge herewith the following :-

- (i) Certificate of Title Volume 4169 Folio 178.
(ii) The original Deed executed by all necessary parties
to ~~canceling~~ ^{varying} the covenant.

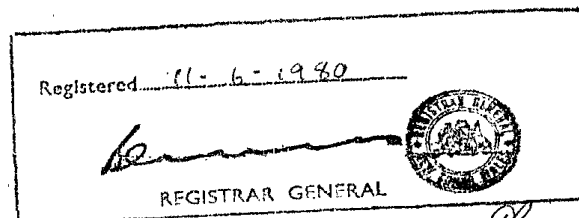


DATED this 11th day of April 1980.

SIGNED in my presence by
the said CHESTER KUC

.....
D. Kuc

11-6-80
Solicitor
Crawford H. T.



End CT @ 7019 12.6.80

5 #42
②

LRU = 4 STEEL WAT
149m.

CT prod
1 letter attached je



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DEED made the 11th day of April One thousand nine hundred and eighty
BETWEEN THE PROPRIETORS - STRATA PLAN 1651 a duly incorporated body with
its address for service of notices at 389A Alfred Street, North Sydney in
the State of New South Wales, TERENCE JOSEPH McNALLY of 5 Tobruk Avenue,
Cremorne in the said State, Solicitor and ANN LOUISE FORRESTER of 389
Alfred Street, North Sydney in the said State, Femme Sole (hereinafter
jointly and severally called "the Releasors") of the One Part AND PETER
DUFFIELD of 32 Bent Street, North Sydney in the said State, Architect,
BLUEBENT INVESTMENTS PTY. LIMITED a company duly incorporated in the said
State and having its registered office at 36 Carlow Street, Crows Nest
aforesaid and PETER DUFFIELD & ASSOCIATES PTY. LIMITED a company duly
incorporated in the said State and having its registered office at 36
Carlow Street, Crows Nest aforesaid (hereinafter jointly and severally
called "the Releasees") of the Other Part W H E R E A S:

- A. The Proprietors - Strata Plan 1651 is the registered proprietor of the
whole of the lands comprised in Certificate of Title Volume 8504 Folio
151.
- B. Terence Joseph McNally is the registered proprietor of the lands
comprised in Certificate of Title Volume 6759 Folio 162.
- C. Ann Louise Forrester is the registered proprietor of the lands
comprised in Certificate of Title Volume 8012 Folio 9.
- D. Peter Duffield is the registered proprietor of the lands comprised in
Certificate of Title Volume 11331 Folio 127.
- E. Bluebent Investments Pty. Limited is the registered proprietor of the
lands comprised in Certificate of Title Volume 11331 Folio 128.
- F. Peter Duffield & Associates Pty. Limited has irrevocable options to
acquire the lands comprised in Certificates of Title Volume 4169 Folio
178, Volume 8042 Folio 125 and Volume 8303 Folio 37 and proposes to
duly exercise such options.

Ann Forrester

Gabriella Young

T J McNally

N. Grimbly
Chairman

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

R.848343

11-11

B.12.13

- 2 -

- G. The five (5) parcels of land owned or to be acquired by the Releasees are subject to the burden of a restrictive covenant created by the registration of Transfer B220400 (hereinafter called "the said restrictive covenant") which is endorsed as an encumbrance on each of the titles to the five (5) parcels of land.
- H. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenants is attached.
- I. The Releasors recognising that the said restrictive covenants may not be enforceable at their suit or at the suit of any one or more of them have agreed to enter into this Deed by way of formally varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that in consideration of the premises and in pursuance of the said agreement the Releasors for themselves and their respective successors or personal representatives (as the case may be) and assigns HEREBY COVENANT AND AGREE with the Releasees for themselves and their respective successors or personal representatives (as the case may be) and assigns as follows:

1. That the said restrictive covenants be varied as follows:
 - (a) That the words "Not more" be deleted from paragraph 2 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, not more".
 - (b) That the words "Such buildings" be deleted from paragraph 3 thereof and the following substituted in lieu thereof "Subject to paragraph 7 hereof, such buildings".
 - (c) That a new sub-paragraph be added thereto as follows:

"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the lands comprised in Certificates of Title Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, and Volume 11331 Folios 127 and 128, of a residential flat building in three (3) blocks containing a total of 26 units in accordance with the plans approved by and forming

P Duffield

Gabriella Young
V. Grimely Chairman

Ann Forrester
T J McNally



- 3 -

part of a Development Approval No. P66/28/3, dated
29th December, 1979 issued by the Council for the
Municipality of North Sydney to Peter Duffield & Associates
Pty. Limited."

2. The Releasors HEREBY CONSENT to the Releasees making application to
the Registrar General to vary the reference to the said restrictive
covenant from the Certificates of Title owned or to be acquired by the
Releasees and shall do all such acts and things (at the cost of the
Releasees) to achieve the due variation of the said restrictive covenant as
aforesaid.

3. The Releasees shall pay the Releasors' reasonable legal costs in
relation to the preparation and execution of this Deed and the variation of
the said restrictive covenant and shall bear the responsibility for payment
of all stamp duty, registration fees payable in respect hereof.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the
day and year first hereinbefore written.

THE COMMON SEAL of THE PROPRIETORS -
STRATA PLAN 1651 was hereunto affixed)
in the presence of:)

Gabriella Young

L.S

V. Grimbly
Chairman

SIGNED SEALED AND DELIVERED by the)
said TERENCE JOSEPH McNALLY in the)
presence of:)

F. Greenwood

T J McNally

SIGNED SEALED AND DELIVERED by the)
said ANN LOUISE FORRESTER in the)
presence of:)

L Kerr

Ann Forrester

P Duffield

SHEET MUST NOT BE FOLDED OR CREASED

- 4 -

SIGNED SEALED AND DELIVERED by the)
said PETER DUFFIELD in the presence) P Duffield
of:)

R. R. Bruce
R. R. BRUCE
A SOLICITOR OF THE SUPREME COURT
OF N.S.W.

THE COMMON SEAL of BLUEBENT INVESTMENTS)
PTY LIMITED was hereunto affixed by) L.S.
authority of the Board of Directors) P Duffield
and in the presence of:) DIRECTOR

L. Duffield
SECRETARY

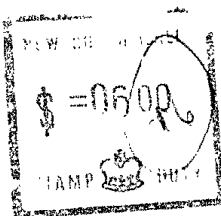
THE COMMON SEAL of PETER DUFFIELD)
& ASSOCIATES PTY. LIMITED was hereunto) L.S.
affixed by authority of the Board of) P Duffield
Directors and in the presence of:) DIRECTOR

L. Duffield
SECRETARY

I, ROBERT RITCHIE BRUCE as Solicitor for the Releasees herein, certify this
to be a true copy of the original Deed made between the parties on the 11th
day of April, 1980.

.....
Robert Ritchie Bruce

DATED the 4th day of June 1980.



REQUEST

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

T 222344

R	A	1 of 1	
	\$	24	

D

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If part only, delete WHOLE and give details	Location
Volume 14619 Folio 75	WHOLE	Neutral Bay

REGISTERED
DEALING
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED
PROPRIETOR
Note (c)

The Proprietors of Strata plan 17709

28-34 Bent Street, Neutral Bay

(The abovenamed applicant) being the registered proprietor of the ~~above mentioned registered dealing~~ land above described hereby requests the Registrar General to

record in the Register the effect of the Deed made the day of 23rd August 1982, varying the restrictive covenant contained in Memorandum of Transfer B220400. In support of this Request we lodge herewith:

1. Certificate of Title Volume 14619 Folio 75.
2. A copy of the original Deed varying the restrictive covenant executed by all parties.

OFFICE USE ONLY

--

Note (d)

DATE 23rd August 1982

EXECUTION
Note (e)

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

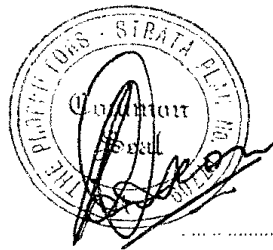
Signed in my presence by the applicant who is personally known to me.

THE COMMON SEAL of THE PROPRIETORS
OF STRATA PLAN 17709 was hereunto)

affixed in the presence of:-)

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness



Signature of Applicant

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
SLY & RUSSELL SOLICITORS 60 MARGARET STREET Tel: 20535 SYDNEY DELIVERY BOX 795D DX 368 SYDNEY		CT	OTHER
Delivery Box Number			
Checked	Passed	Herewith.	
		In R.G.O. with	
Signed	Extra Fee	Produced by	
REGISTERED 22-9-1982		CT to 795D	
Registrar General		LRA 24/9/82	

OFFICE USE ONLY

RP65

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose.

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

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

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

Rule up all blanks.

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

(a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)

(i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of the request, e.g., 135/SP12345 or Vol. 8514 Fol. 126. Title References should be listed in numerical sequence.

(ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the request, delete the word "WHOLE" and insert the lot and plan number, portion, &c.

(iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph Lismore Co. Rous.

(b) Registered dealing. (If the request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby, e.g., Lease—Q123456—Vol. 3456 Fol. 124.

(c) Show the full name, address and occupation or description of the applicant.

(d) Set out the terms of the request.

(e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this request use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the request in the presence of an adult witness, not being a party to the request, to whom he is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the request is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. . and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the request is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to the application has been executed.

CORPORATION (v) If the request is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the / of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title or duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

OFFICE USE ONLY

DIRECTION: PROP

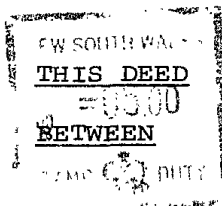
No. OF NAMES:

FIRST SCHEDULE DIRECTIONS

(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E)	NAME AND DESCRIPTION

SECOND SCHEDULE & OTHER DIRECTIONS

(F)	FOLIO IDENTIFIER FOR REGD. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I) DEALING NUMBER	(K) DETAILS



made the 23rd day of August 1982

THIS DEED BETWEEN THE PROPRIETORS OF STRATA PLAN 1651 ("the First Releasor")

a body incorporated pursuant to the Strata Titles Act whose address for service of notices is 389A Alfred Street, North Sydney

AND THE PROPRIETORS OF STRATA PLAN 16539 ("the Second Releasor")

a body incorporated pursuant to the Strata Titles Act whose address for service of notices is 387 Alfred Street, North Sydney

AND ANN LOUISE FORRESTER ("the Third Releasor") of 389 Alfred Street, North Sydney, femme sole

AND THE PROPRIETORS OF STRATA PLAN 17709 ("the Releasee") a body incorporated pursuant to the Strata Titles Act whose address for service of notices is 28-34 Bent Street, Neutral Bay

W H E R E A S :

- A. The First Releasor is the registered proprietor of the land in Certificate of Title Volume 8504 Folio 151.
- B. The Second Releasor is the registered proprietor of the land in Certificate of Title Volume 14365 Folio 117.
- C. The Third Releasor is the registered proprietor of the land in Certificate of Title Volume 8012 Folio 9.
- D. The Releasee is the registered proprietor of the land in Certificate of Title Volume 14619 Folio 75 for which the prior titles are Volume 4169 Folio 178, Volume 8042 Folio 125, Volume 8303 Folio 37, Volume 11331 Folios 127 and 128.
- E. The land owned by the Releasee is subject to the burden of a restrictive covenant created by the registration of Transfer B220400 which is registered as an encumbrance on the land.

V. Grimshy (Chairman) *Ann Forrester*
Roby (Treasurer) *Ann Forrester*
[Signature]

- F. That restrictive covenant has been varied by variation of Covenants R826853, R826854, R826855, R826856 and R848343 and as so varied is referred to as "the said restrictive covenant".
- G. The land owned by the Releasors comprises all of the land to which the benefit of the said restrictive covenant is appurtenant.
- H. The Releasors are aware that the said restrictive covenant may not be enforceable at the suit of any one or more of them and so they have agreed to enter into this Deed by way of varying the said restrictive covenant.

NOW THIS DEED WITNESSETH that:-

1. The expression "the Releasors" means the first Releasor, the second Releasor and the third Releasor collectively.
2. The said restrictive covenant is hereby varied by altering the variations of Covenant R826853, R826854, R826855, R826856 and R848343 by replacing clause 1(c) contained in each of those variations with:

"7. Notwithstanding the provisions of paragraph 2 and 3 hereof, this covenant shall not preclude the erection on the land comprised in Certificate of Title Volume 14619 Folio 75 of a residential flat building in three (3) blocks containing a total of 26 units in accordance with plans approved by and forming part of a Development Application No. 1585/79 to which consent was granted on 20th December 1979 by the Council for the Municipality of North Sydney to Peter Duffield and Associates Pty Limited."
3. Each Releasor hereby consents to the Releasee applying to the Registrar General to register this variation of the said restrictive

V. Grimbley
Alley

[Signature] *Forrester*



covenant on the Certificate of Title of the land of which the Releasee is the registered proprietor and each Releasor shall do all such acts and things (at the cost of the Releasee) to achieve registration of this variation of the said restrictive covenant.

4. The Releasee shall pay the Releasors reasonable legal costs in relation to the preparation, execution of this Deed and the variation of the said restrictive covenant and shall bear the responsibility for payment of all stamp duty, registration fees payable in relation to this Deed.
5. This Deed binds the legal personal representatives, successors and assigns of each party.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first hereinbefore written.

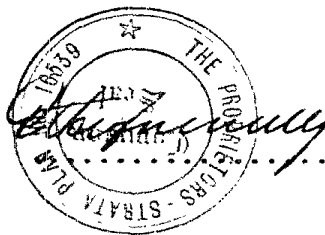
THE COMMON SEAL of THE)
PROPRIETORS OF STRATA PLAN)
1651 was hereunto affixed in)
the presence of:-)

Gabriella Young (Secretary)

May (Treasurer)
V. G. ... (Chairman)

THE COMMON SEAL of THE)
PROPRIETORS OF STRATA PLAN)
16539 was hereunto affixed in)
the presence of:-)

...



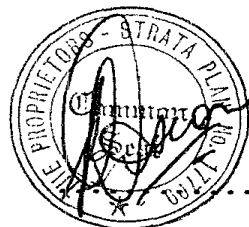
SIGNED SEALED AND DELIVERED)
by the said ANN LOUISE)
FORRESTER in the presence of:-)

...

Ann Forrester

THE COMMON SEAL of THE)
PROPRIETORS OF STRATA PLAN)
17709 was hereunto affixed)
in the presence of:-)

...



DATE

1982

BETWEEN:

THE PROPRIETORS OF STRATA PLAN 1651

(The First Releasor)

THE PROPRIETORS OF STRATA PLAN 16539

(The Second Releasor)

ANN LOUISE FORRESTER

(The Third Releasor)

AND:

THE PROPRIETORS OF STRATA PLAN 17709

(The Releasee)

DEED OF VARIATION OF COVENANT

SLY & RUSSELL,
Solicitors,
60 Margaret Street,
SYDNEY, NSW 2000.

Tel: 2 0535
DX 368
Ref: KAF : RF

FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS
CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.D. 13A SHOULD BE USED.

H 210030

R.P. 13. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

FEES

Stamp Duty

Endorsement

Stamp Duty

Stamp Duty

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(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

State in full the name of the person who furnished the information on which the Registrar-General is satisfied.

Show in BLOCK CAPITALS the full name, full address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900, Section 108 of the Conveyancing Act, 1919-1924 and Section 52A of the Evidence Act 1938-1934.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

DONOUGH WILLIAM de COURCY MACGILLICURDY of North Sydney,

Engineer (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one hundred pounds (£100.0.0) (the receipt whereof is hereby acknowledged) paid to me by

ELLA LOUISE BRADLEY, wife of Charles Burton Bradley of 389 Alfred Street, North Sydney, Loss Assessor, do hereby transfer to

the said ELLA LOUISE BRADLEY (herein called transferee) out of

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

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Willoughby	Whole	7630	18	full and free right as appurtenant to the land comprised in Certificate of Title Vol. 7412 Fo. 110 to construct, use repair and maintain a covered drain on and under all that piece of land 2 feet wide as shown on the plan hereunto annexed and marked "A" and thereon described as easement 2' wide and for any of such purposes to enter upon the said land with or without servants, and agents making good nevertheless at her own expense all damage or disturbance which may thereby be caused to any building or erection on or to the surface of the said land.

ENCUMBRANCES, &c., REFERRED TO.

Signed at Sydney the 14th day of April 1959.

Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME } *D. Macgillicurdy* Transferor.

Signed _____ Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME } *E. L. Bradley* Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
* N.B. Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
No alteration should be made by erasure. The words printed should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
S. 427- W. & A. 113- C. 117- 1958. GOVERNMENT PRINTER.

b This is large in proportion to a transfer of part of the land in the Mortgage. The mortgagee should receive a formal instrument where the land transferred is the whole or a portion of the land, instead of a receipt or Crown Grant, if it is the whole of the land in the mortgage.

who is personally known to us. Balcomb J. P. Mortgagee.

1 Strike out unnecessary
words. Add a y other
matter if necessary to
show that the power is
effective.

It to be signed by:
Registrar General,
Deputy Registrar
General, a Notary
Public, J.P., Commis-
sioner for A. Affairs, or
other functionary
before whom the
attesting witnesses
appear.
The request for a
document to be
issued or a document
to be one of these
parties.

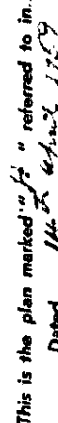
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

FEEB.

The Fees, which are payable on judgment, are as follows:—

- (a) £2 where the memorandum of transfer is accepted by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following:—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.

Where the exceeding exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT 1919

(Sheet 1 of 3 sheets)

PART 1

Plan: SP17709 (E)

Subdivision of Lot 5 in D.P. 14860, Lots
1 and 2 in D.P. 541872, Lot B in Plan
Lodged with Transfer H477615 and Lot 2 in
Plan Lodged Transfer H680964

PROPERTIES

Full name and address of
proprietor of the land:-

Clyburn ~~Business~~ Pty Limited
140 Arthur Street North Sydney NSW

1. Identity of easement
firstly referred to in
abovementioned plan

Easement to drain water two (2) wide

Schedule of Lots etc. affected

Lots burdened

Common Property

Lots benefited

The Council of the
Municipality of North
Sydney

2. Identity of easement
secondly referred to in
abovementioned plan

Easement to drain water two (2) wide limited
in height to R.L. 38.70 A.H.D.

Schedule of Lots etc. affected

Lots burdened

Common Property

Lots benefited

The Council of the
Municipality of North
Sydney

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

The right to use run and forever maintain the water pipes now existing
over and along that portion of the land of the Transferor marked 'site
of proposed easement to drain water two (2) wide' on the plan hereunto
annexed and marked 'A' and signed by the parties with the right to the
Transferee for all or any of such purposes aforesaid at all reasonable
times of the day to enter upon so much of the land burdened as may be
reasonably necessary and to take remove and carry away all or any earth
clay sand gravel stones and other material which may be taken out of the
said land shown on the said plan to enable the effecting of necessary
repairs or for cleansing or renewing the said pipe where necessary and

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

SP17709

(Sheet 2 of 3 sheets)

~~to use any part or parts thereof for the purpose of relaying the same~~
and from time to time to enter upon so much of the said land as often
as may be reasonably necessary to inspect the condition of and to mend
repair renew and cleanse the said pipe and to collect all silt sand
and other debris which may at any time be therein and for the purpose
aforesaid or any of them at all reasonable times with or without
surveyors engineers workmen contractors agents and other persons and
with machinery materials and other implements and things to enter upon
so much of the land or any part or parts thereof as may be reasonably
necessary and place thereon such material machinery articles and things
as may be reasonably necessary for effecting the purposes aforesaid or
any of them PROVIDED HOWEVER that in exercising any of the rights hereby
conferred the Transferee shall exercise such rights with as little
disturbance to the occupiers of the said land as is possible and shall
after the exercise of any such rights as aforesaid restore the said
land shown on the said plan as nearly as is practicable to the state in
which it was in prior to the exercise of such right AND IT IS HEREBY
FURTHER AGREED AND DECLARED that the above rights and powers on the
part of the Transferee shall be in addition to and not in substitution
for the rights and powers conferred on the Transferee by virtue of
Section 241 of the Local Government Act 1919 or any other rights and
powers in that behalf and the Transferee for itself and its successors
covenants with the Transferor his executors administrators and assigns
that the Transferee will keep the Transferor his executors administrators
and assigns indemnified and free from loss or damage occasioned by any
act of any servant or agent of the said Transferee in or about the
cleansing maintenance amendment and/or relaying of any pipe drain of
Transferee or by any act or deed of any servant or agent of the Transferee
in or about the said premises.

2. Terms of Easement secondly referred to in abovementioned plan.

X
The right to use run and forever maintain the water pipes now existing
over and along that portion of the land of the Transferor marked 'site
of proposed easement to drain water two (2) wide limited in height to
R.L. 38.70 A.H.D.' on the plan hereunto annexed and marked 'A' and
signed by the parties with the right to the Transferee for all or any of
such purposes aforesaid at all reasonable times of the day to enter upon
so much of the land burdened as may be reasonably necessary and to take
remove and carry away all or any earth clay sand gravel stones and other
material which may be taken out of the said land shown on the said plan
to enable the effecting of necessary repairs or for cleansing or renewing
the said pipe where necessary and to use any part or parts thereof for the
purpose of relaying the same and from time to time to enter upon so much
of the said land as often as may be reasonably necessary to inspect the
condition of and to mend repair renew and cleanse the said pipe and to
collect all silt sand and other debris which may at any time be therein
and for the purpose aforesaid or any of them at all reasonable times with
or without surveyors engineers workmen contractors agents and other
persons and with machinery materials and other implements and things to
enter upon so much of the land or any part or parts thereof as may be
reasonably necessary and place thereon such material machinery
articles and things as may be

✓

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

(Sheet 3 of 3 sheets)

~~reasonably necessary for effecting the purposes aforesaid or any of
them PROVIDED HOWEVER that in exercising any of the rights hereby
conferred the Transferee shall exercise such rights with as little
disturbance to the occupiers of the said land as is possible and
shall after the exercise of any such rights as aforesaid restore the
said land shown on the said plan as nearly as is practicable to the
state in which it was in prior to the exercise of such right AND IT
IS HEREBY FURTHER AGREED AND DECLARED that the above rights and
powers on the part of the Transferee shall be in addition to and not
in substitution for the rights and powers conferred on the Transferee
by virtue of Section 241 of the Local Government Act 1919 or any other
rights and powers in that behalf and the Transferee for itself and its
successors covenants with the Transferor his executors administrators
and assigns that the Transferee will keep the Transferor his executors
administrators and assigns indemnified and free from loss or damage
occasioned by any act of any servant or agent of the said Transferee
in or about the cleansing maintenance amendment and/or relaying or any
pipe drain of the Transferee or by any act or deed of any servant or
agent of the Transferee in or about the said premises.~~

~~THE COMMON SEAL of CLYBURN FINANCE)
PTY LIMITED was hereunto affixed)
pursuant to a resolution of the)
Board of Directors in the presence of:) Director
.....
Secretary~~

THE COMMON SEAL of THE COUNCIL OF)
THE MUNICIPALITY OF NORTH SYDNEY)
was hereunto duly affixed in pursuance)
of a resolution of the said Council)
authorising the said Seal to be so)
affixed.)
..... E. Mack.
Mayor

..... R. Kempf
Town Clerk

The COMMON SEAL of CLYBURN
PROPERTIES PTY. LIMITED was
hereunto affixed by authority of the
Board of Directors and in the
presence of:-

Secretary

Director

Director



INSTRUMENT SETTING OUT INTERESTS CREATED

PURSUANT TO SECTION 88B, CONVEYANCING ACT,

1919, LOANED WITH SP17709

3/2/81

RP47



B



E
337212 C

CHANGE OF BY-LAWS
SECTION 58 (7), STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1990
(See instructions for Completion on back of form)

CB

REFERENCE TO
TITLE OF
COMMON
PROPERTY
Note (a)

Torrens Title Reference

CP/SP 17709

NUMBER OF
STRATA PLAN
Note (b)

THE PROPRIETORS—STRATA PLAN No.17709..... the registered proprietor of the common property comprised in the Certificate of Title above

referred to, certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on ...22...September...1990...

Note (c)

after the expiration of the initial period, it changed the by-laws as follows:

Note (b)

REPEALED BY-LAW No.

INSERTED/ADDED BY-LAW No. ..Special by-law 1.....

as fully set out below.

OFFICE USE ONLY

Note (a)

SPECIAL BY-LAW 1.

On the following conditions, each of the proprietors for the time being of lots 6, 9, 17 and 23 ("the proprietors") shall have a special privilege in respect of the wall dividing his roof terrace from his roof garden and in respect of the slab beneath the roof garden for the purpose of demolishing the wall and installing railings in or around his roof area.

(See Annexure hereto.)



The common seal of The Proprietors—Strata Plan No. ...17709.....

was hereunto affixed on MARCH 10 1992 in the presence of

V.I. FRANCE OF
(BLOCK LETTERS)

being the person(s) authorized by section 55 of the Strata Titles Act, 1973, to attest the affixing of the seal.

EXCLUSIVE STRATA MANAGEMENT
P.O. BOX 99
CREMORNE
N.S.W. 2090

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY **BLACKSHAW LINDSAY & BUGDEN**
SOLICITORS
36A BAY STREET
DOUBLE BAY NSW 2028
D.X. 3601 DOUBLE BAY

Delivery Box Number **120N**

JEAN

LOCATION OF DOCUMENTS

CT

OTHER

Herewith,

In R.G.O. with

Produced by

OFFICE USE ONLY

Checked

Passed

REGISTERED - -19

Signed

Extra Fee

Registrar General

Secondary

Directions

Delivery

Directions

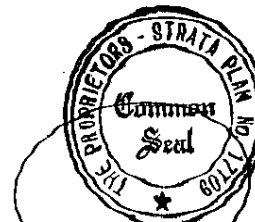
STRATA SCHEME NO 17709

ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

- (i) The Body Corporate will continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of those parts of the common property the subject of this by-law and capable of maintenance and repair.
- (ii) The proprietor within a reasonable time shall replace his roof garden with tiles as similar as possible in size, colour and appearance to the existing tiles covering his roof terrace and to the reasonable satisfaction of the Council of the Body Corporate.
- (iii) If the proprietor shall replace the tiles upon his roof terrace at the same time as he replaces his roof garden with tiling, the Body Corporate will indemnify the proprietor against all reasonable costs in the replacement of tiles on his roof terrace.
- (iv) The installation of railing shall be done in accordance with the plans of Mr A Baccari, Architect, a copy of which forms Exhibit 1 to these minutes of meeting.
- (v) All alterations and additions undertaken by the proprietor, pursuant to the terms of this by-law, shall be maintained and kept in a state of good and serviceable repair and at the cost of the Body Corporate.
- (vi) Where the proprietor fails or neglects to carry out any work or discharge any duty referred to herein, the Body Corporate may carry out such work or perform such duty, and may, by its agents, servants or contractors, enter upon any part of the parcel for this purpose at any reasonable time or on notice given to the occupier of that part of the parcel, and may recover the costs of doing such work or duty as a debt from the proprietor.
- (vii) The proprietor shall indemnify and keep indemnified the Body Corporate against:-
 - (a) any sums payable by the Body Corporate by way of increased insurance premiums as a direct or indirect result of the use of the relevant area of common property or of the works;
 - (b) all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Body Corporate and arising directly or indirectly out of the works or the altered state of the common property deriving therefrom; and

THIS is page 2 of a total of 3 and is the annexure to Notification of Change of By-Laws by THE PROPRIETORS - STRATA PLAN NO 17709 dated the 10th day of MARCH 1992

THE COMMON SEAL of THE PROPRIETORS STRATA PLAN NO 17709 was hereunto affixed on the 10th day of MARCH 1992 in the presence of K. J. Pinner being the person(s) authorised by Section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.

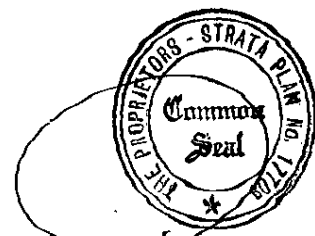


K. J. Pinner
EXCLUSIVE STRATA MANAGEMENT
P.O. BOX 99
CREMORNE
N.S.W. 2090

- (c) any costs or damages incurred by or for which the Body Corporate is or becomes liable pursuant to Section 64(3) of the Strata Titles Act, 1973, in respect of the works or improvements resulting from the works.

THIS is page 3 of a total of 3 and is the annexure to Notification of Change of By-Laws by THE PROPRIETORS - STRATA PLAN NO 17709 dated the 10th day of MARCH 1992

THE COMMON SEAL of THE PROPRIETORS STRATA PLAN NO 17709 was hereunto affixed on the 10th day of MARCH 1992 in the presence of V.I. Prince being the person(s) authorised by Section 55 of the Strata Titles Act 1973 to attest the affixing of the seal.



PROFESSIVE STRATA MANAGEMENT
P.O. BOX 99
CREMORNE
N.S.W. 2090

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAWS

New South Wales
Real Property Act 1900



AF346551C

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

(A) **TORRENS TITLE**

For the common property

CP/SP17709

(B) **LODGED BY**

Document
Collection
Box

495R

Name, Address or DX and Telephone

LLPN: 123354Y

BY-LAW EXPRESS

GPO BOX 751, SYDNEY NSW 2001

PHONE: 9252 0107

Reference:

CODE

CB

(C) The Owners-Strata Plan No. 17709 certify that pursuant to a resolution passed on 24/2/10 and in accordance with the provisions of section No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. NOT APPLICABLE

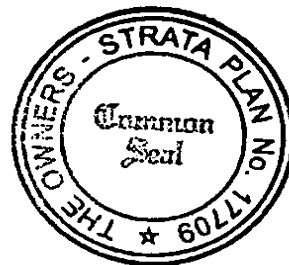
Amended by-law No. 16

as fully set out below:

by-law 16 is amended to read as follows:

BY-LAW 16 - Keeping of Animals

Subject to section 49 (4) of the Strata Management Act 1996 an owner of occupier of a residential lot must not keep any animal on the lot or the common property.



(F) The common seal of the Owners-Strata Plan No. 17709 was affixed on 24/02/10 in the presence of—

Signature(s): *Archiel Bala*

Name(s): ARCHIEL BALA

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

(G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**

I certify that _____ has approved the change of by-laws set out herein.

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

wa

Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AK194888H

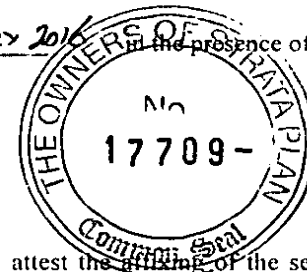
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for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

(A) TORRENS TITLE	For the common property CP/SP17709		
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 150134	CODE CB

- (C) The Owners-Strata Plan No. 17709 _____ certify that pursuant to a resolution passed on 15 December 2015 and
(D) in accordance with the provisions of Section 52 Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 2
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A"

- (F) The common seal of the Owners-Strata Plan No. 17709 was affixed on 25 JANUARY 2016 in the presence of—
Signature(s): C. S. Osborn
Name(s): CHRISTOPHER JOHN OSBORN



being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

ANNEXURE "A"

SPECIAL BY-LAW 2

A. DEFINITIONS

In this by-law, the following terms and definitions shall apply:

1. Words importing the singular include the plural and vice versa.
2. Words importing a gender include any gender.
3. Words defined in the *Strata Schemes Management Act 1996* (NSW) have the meaning given to them in that Act.
4. "The Act" means the *Strata Schemes Management Act 1996* (NSW) as amended from time to time.
5. "The Lot" means Lot 1 in Strata Plan No. 17709.
6. "The Owner" means the owner or owners from time to time of the Lot.
7. "The Works" means the following works to be undertaken in relation to the bathroom, laundry, and separate toilet of the Lot:
 - (a) Demolition and removal existing bathroom, laundry, and separate toilet;
 - (b) Installation of new plumbing services to the shower, toilet, vanity, and laundry;
 - (c) Installation of new general power outlets and lighting;
 - (d) Re-gyprocking of all ceilings, with cement rendering as required;
 - (e) Waterproofing, screeding, and re-tiling of all flooring;

The Common Seal of the Owners – Strata Plan No. 17709
was affixed on the 25 day of January 2016 in the presence of
Signature: C. S. Del...
Name: CHRISTOPHER OSBORN
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



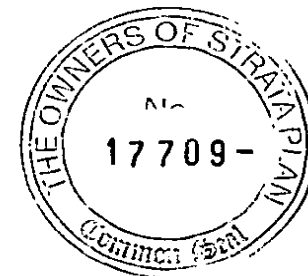
- (f) Re-tiling of all walls up to the ceiling;
- (g) Installation of frameless shower screen with glass shelf in the bathroom;
- (h) Installation of two vanities with bowls, mixers, and stone tops;
- (i) Installation of mirrored shaving cabinets in the bathroom;
- (j) Installation of laundry cabinets with stone bench tops, laundry mixer, and laundry tub in the laundry;
- (k) Installation of full faced ceramic toilet; and
- (l) Installation of shower mixer, sliding rail shower head, all accessories soap holder, toilet paper holder, double towel rail, and floor waste.

B. RIGHTS

Subject to the conditions in paragraph C of this by-law, the Owner will have:

- (a) a special privilege in respect of the common property to attach and affix the Works to and on the common property and keep them so attached and affixed; and
- (b) the exclusive use of those parts of the common property to which the Works are directly attached or affixed, or occupied by the Works.

*The Common Seal of the Owners – Strata Plan No. 17709
was affixed on the 25 day of January 2016 in the presence of
Signature: C. S. Osborn
Name: CHRISTOPHER OSBORN
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.*



C. CONDITIONS

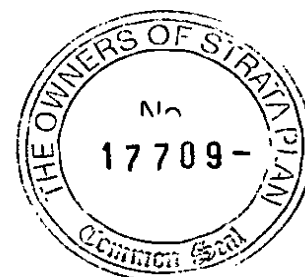
Repairs and Maintenance

1. Subject to the terms of this by-law, any amendment of the by-laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
2. The Owner must properly maintain and keep the common property to which the Works are directly attached, or which is occupied by the Works, in a state of good and serviceable repair.
3. The Owner must properly maintain and keep the Works in a state of good and serviceable repair and must renew or replace the Works as necessary from time to time.

Before the Works

4. Before starting the Works, the Owner must provide the Owners Corporation with:
 - (a) Evidence of currency for the duration of the Works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
 - (b) A copy of the certificate of insurance relating to the works, under Section 92 of the *Home Building Act 1989* if the value of the works exceeds \$20,000; and
 - (c) 5 days' notice in writing prior to the date of commencement of the Works.

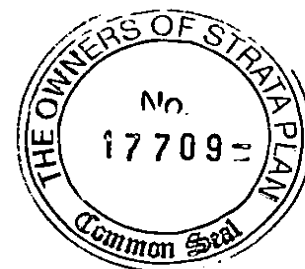
The Common Seal of the Owners – Strata Plan No. 17709
was affixed on the 25 day of January 2016 in the presence of
Signature: *C. R. STOPPER*
Name: *C. R. STOPPER OSBORN*
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



Performance of Works

5. In performing the Works, the Owner must:
- (a) use best-quality and appropriate materials and a licensed contractor to carry out the Works in a proper and skilful manner;
 - (b) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (c) comply with all conditions and requirements of the local Council (if any);
 - (d) not allow the obstruction of reasonable use of the common property in the course of the Works, by building materials, tools, machines, debris or motor vehicles;
 - (e) transport all building materials, equipment, debris and other material through the common property as reasonably directed by the Owners Corporation;
 - (f) protect all areas of the building outside the Lot from damage by the Works or by the transportation of building materials, equipment and debris;
 - (g) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
 - (h) only perform the Works between the hours of 7:30 am and 5:30 pm from Monday to Friday and between 8:00 am and 1:00 pm on Saturday (excluding public holidays);
 - (i) remove all debris generated by the Works from the common property at the conclusion of each day during which the Works are being carried out; and

The Common Seal of the Owners – Strata Plan No. 17709
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Signature: C. S. Osborn
Name: CHRISTOPHER OSBORN
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



- (j) not deposit any debris or building materials generated by the Works in the Owners Corporation's rubbish bins.

After the Works

6. After completion of the Works, the Owner must provide the Owners Corporation with:
- (a) plans identifying the location of plumbing, gas and electrical services altered during the course of the Works; and
 - (b) copies of all membrane and flashing guarantees and warranties.
7. The Owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

8. The Owner must repair promptly any damage caused or contributed to by the Works or by the repair, maintenance, renewal or replacement of the Works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

Indemnity

9. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, repair, maintenance, renewal or replacement of the Works.

The Common Seal of the Owners – Strata Plan No. 17709
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Signature: C. S. Osborn
Name: CHRISTOPHER OSBORN
being the person authorised by Section 238 of the Strata
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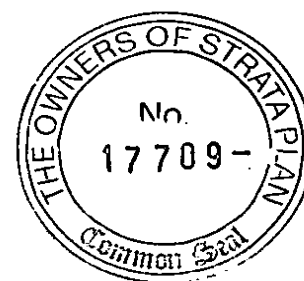
Right to Remedy Default

10. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) carry out all work necessary to perform that obligation;
 - (b) enter upon any part of the parcel to carry out that work; and
 - (c) recover the costs of carrying out that work from the Owner.
11. The Owner hereby authorises the Owners Corporation, by its servants, agents or contractors, to enter upon the Lots for the purpose of carrying out the work referred to in clause 12 above.
12. All costs payable by the Owner pursuant to clause 12 above, shall be payable as a debt due to the Owners Corporation.

Costs of by-law

13. The Owner must pay for the preparation and registration of this by-law.

The Common Seal of the Owners – Strata Plan No. 17709
was affixed on the 25 day of January 2016 in the presence of
Signature:.....C. F. [Signature].....
Name:CHRISTOPHER OSBORN.....
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.





address 200 Miller Street North Sydney NSW 2060

all correspondence General Manager North Sydney Council
PO Box 12 North Sydney NSW 2059
DX10587

telephone (02) 9936 8100

facsimile (02) 9936 8177

email council@northsydney.nsw.gov.au

internet www.northsydney.nsw.gov.au

ABN 32 353 260 317

Applicant:

InfoTrack Pty Ltd
DX 578
Sydney
NSW 2001

**PLANNING CERTIFICATE UNDER
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

Cert. No.: 78417/02
Page No.: 1 of 8

Parcel No: 14213

Date: 02/03/2021
Receipt No.:
Your REF: 213888

Property Description:

U 4 28-34 Bent Street NEUTRAL BAY NSW
2089
LOT: 4 SP: 17709

Owner (as recorded by council):

Karren Louise Challoner-Miles & Lee
Ashley Challoner-Miles
U 13 263-269 Alfred Street North
NORTH SYDNEY NSW 2060

The Title information shown on this Certificate has been obtained from the Land and Property Information NSW, therefore Council cannot guarantee accuracy.

The information required to be disclosed in this planning certificate is that prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000. If no response is provided in this planning certificate for an item listed in Schedule 4, that matter has been considered and determined as not applying to the land to which this certificate relates.

**AS AT THE DATE OF THE CERTIFICATE THE FOLLOWING MATTERS APPLY TO THE ABOVE
MENTIONED LAND.**

PLANNING INSTRUMENT:

North Sydney Local Environmental Plan 2013, published on the NSW legislation website on 2 August 2013 and came into force on 13 September 2013, as amended.

Zone: R4 – High Density Residential

Permitted without consent

Environmental protection works

Permitted with consent

Attached dwellings; Boarding Houses; Centre-based childcare facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Entertainment facilities; Home-based childcare; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Shop top housing

Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development, other than a development specified above, is prohibited in the zone

Exempt Development



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email council@northsydney.nsw.gov.au

internet www.northsydney.nsw.gov.au

ABN 32 353 260 317

Development for the purposes set out in clause 3.1 of *North Sydney Local Environmental Plan 2013* is exempt development, which may be carried out within the zone without the need for development consent.

Complying Development

Development for the purposes set out in clause 3.2 of *North Sydney Local Environmental Plan 2013* is complying development, which may be carried out within the zone without the need for development consent, provided that a complying development certificate is obtained.

Development Consent MAY BE REQUIRED for the DEMOLITION of all or part of any building on the subject land under *North Sydney Local Environmental Plan 2013*. Refer to *SEPP (Exempt and Complying Development Codes) 2008* and Clause 3.1 under *North Sydney Local Environmental Plan 2013*.

DRAFT PLANNING INSTRUMENTS:

Planning Proposal 3/19 to amend North Sydney Local Environmental Plan 2013 – 173-179 Walker Street and 11-15 Hampden Street, North Sydney

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 173-179 Walker Street and 11-15 Hampden Street, North Sydney. In particular, the proposed amendments include:

- Establish a maximum height of RL 133 for the Precinct;
- Establish a maximum FSR of 6.1:1 for the Precinct;
- Introduce a new Special Provisions Map within North Sydney LEP 2013; and
- Amend Section 6 Additional Local Provisions to include a new clause pertaining to the site to establish controls relating to; overshadowing, community infrastructure and an additional height provision associated with amalgamation of all associated lots at the site.

The Planning Proposal will be on public exhibition from Thursday 29 October 2020 to Thursday 26 November 2020.

Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 26 August 2019, the public exhibition of the Planning Proposal and its subsequent plan making steps are being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning, Industry and Environment.

Planning Proposal 2/19 to amend North Sydney Local Environmental Plan 2013 – Alfred Street Precinct, North Sydney

This Planning Proposal seeks to amend the planning controls to *North Sydney Local Environmental Plan 2013* for land at 263-283 Alfred Street & 4 Little Alfred Street, North Sydney otherwise known as the Alfred Street Precinct. In particular, the proposed amendments include:

- Rezoning the site from B3 Commercial Core to B4 Mixed Use
- Increasing the maximum building height from 13m to a range of heights being, 28m, 29m, 31m and 80m;
- Increasing the floor space ratio (FSR) control for part of the site from 3.5:1 to 7.3:1; and
- Introducing a design excellence provision to allow for an additional FSR of 2:1 for the portion of the site that seeks the base FSR increase.

The Planning Proposal will be on public exhibition from Thursday 10 December 2020 to Friday 29 January 2021. This exhibition period has been extended until 19 February 2021.



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internet www.northsydney.nsw.gov.au

ABN 32 353 260 317

Note. Due to Council not supporting the progression of this Planning Proposal at its meeting of 26 August 2019, the public exhibition of the Planning Proposal and its subsequent plan making steps are being facilitated by the Sydney North Planning Panel, which forms a division of the Department of Planning, Industry and Environment.

Planning Proposal 7/19 to amend North Sydney Local Environmental Plan 2013 – North Sydney LEP Review 2019

This Planning Proposal seeks to amend *North Sydney Local Environmental Plan 2013* to align with the recommendations and actions to Council's recently adopted *Local Strategic Planning Statement* and *Local Housing Strategy*, whilst incorporating a number of minor housekeeping amendments. In particular, the following key amendments are proposed to *North Sydney Local Environmental Plan 2013* under this Planning Proposal:

- Permitting residential flat buildings within the *R3 Medium Density Residential* zone, but only where they do not adversely impact upon the desired scale and character of the zone;
- Permitting veterinary hospitals within the *B1 Neighbourhood Centre* zone;
- Rezoning two Sydney Water properties to *SP2 Infrastructure* to reflect their primary use;
- Rezone a number of properties to *SP2 Infrastructure* to reflect the extent of land gazetted for classified road purposes;
- Rezoning land owned and used by schools to *SP2 Infrastructure* to reflect their primary use and to be consistent with Council's existing policy of zoning schools;
- Rezoning a number of private properties to correct historical errors;
- Rezoning a number of road reserves for open space purposes to reflect their current usage;
- Expanding the ability to undertake functions across the entirety of the North Sydney Olympic Pool site to provide increased flexibility with its future redevelopment;
- Ensuring that when a residential flat building is constructed, it does not isolate a site used as a semi-detached dwelling;
- Identifying 3 Parker Street, McMahons Point as a new heritage item;
- Removal of several properties as heritage items to reflect those which have been demolished or removed;
- Revising all LEP maps to ensure that the planning controls accurately align with a state government requirement to move a new base cadastre;
- Correcting minor errors pertaining to the location of the local government area and LEP boundaries;
- Removal of redundant clauses, due to ceasing operation or duplication under other planning instruments;
- Renumbering clauses to align with the directions under the Standard Instrument LEP Order;
- Correcting errors in relation to street addresses and property descriptions;
- Correcting errors in relation to the location and extent of identified heritage items;
- Undertaking consequential amendments arising from the rezoning of land to be consistent with existing council practices for applying development standards under the LEP;
- Applying height limits to privately owned land, which is not zoned for recreation, environmental conservation or road purposes consistent with Council's existing policy position for applying height limits to land; and
- Removal of properties identified for land acquisition which have now been acquired by the identified relevant acquisition authority.

In addition, Council resolved on 24 February 2020 to place an associated draft amendment to *North Sydney Development Control Plan 2013* on public exhibition concurrently with this Planning Proposal. The Planning Proposal and associated amendment to *North Sydney Development Control Plan 2013*, will be on public exhibition from Monday 25 May 2020 to Monday 22 June 2020.

In relation to the subject land, the following information is provided as it pertains to this Planning Proposal:



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ABN 32 353 260 317

Zone: R4 – High Density Residential

Permitted without consent

Environmental protection works

Permitted with consent

Attached dwellings; Boarding Houses; Centre-based childcare facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Entertainment facilities; Home-based childcare; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Shop top housing

Prohibited

Pond-based aquaculture; Tank-based aquaculture; Any development, other than a development specified above, is prohibited in the zone

Exempt Development

Development for the purposes set out in clause 3.1 of *North Sydney Local Environmental Plan 2013*, as proposed to be amended by *Planning Proposal 7/19 – North Sydney LEP Review 2019*, is exempt development, which may be carried out within the zone without the need for development consent.

Complying Development

Development for the purposes set out in clause 3.2 of *North Sydney Local Environmental Plan 2013*, as proposed to be amended by *Planning Proposal 7/19 – North Sydney LEP Review 2019*, is complying development, which may be carried out within the zone without the need for development consent, provided that a complying development certificate is obtained.

Development consent MAY BE REQUIRED for the DEMOLITION of all or part of any building on the subject land under *North Sydney Local Environmental Plan 2013* as proposed to be amended by *Planning Proposal 7/19 – North Sydney LEP Review 2019*. Refer to *SEPP (Exempt and Complying Development Codes) 2008* and Clause 3.1 under *North Sydney Local Environmental Plan 2013* as proposed to be amended by *Planning Proposal 7/19 – North Sydney LEP Review 2019*.

DEVELOPMENT CONTROL PLANS:

North Sydney Development Control Plan 2013

North Sydney Development Control Plan 2013 applies to all land to which *North Sydney Local Environmental Plan 2013* applies. The Development Control Plan was adopted by Council on 2 September 2013 and came into effect on 13 September 2013. Amended 20/02/14. Amended 08/01/2015. Amended 26/03/2015. Amended 6/08/2015. Amended 5/11/2015. Amended 7/07/2016. Amended 13/10/2016. Amended 19/07/2017. Amended 16/11/2017. Amended 7/12/2017. Amended 15/03/2018. Amended 5/12/2019. Amended 12/03/2020. Amended 2/07/2020. Amended 14/09/2020. Amended 17/11/2020.

INFRASTRUCTURE CONTRIBUTION PLANS:

North Sydney Local Infrastructure Contributions Plan 2020. Local infrastructure contributions plan made under sections 7.11 and 7.12 of the Environmental Planning and Assessment Act 1979, applying to all development in the North Sydney local government area. Effective from 1 March 2020.

HERITAGE CONTROLS:

The subject land IS NOT WITHIN A CONSERVATION AREA, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.



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ABN 32 353 260 317

The subject land IS NOT identified as containing A HERITAGE ITEM, under clause 5.10 - Heritage Conservation to *North Sydney Local Environmental Plan 2013*.

The subject land IS NOT identified as containing a HERITAGE ITEM under *Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005*.

OTHER CONTROLS:

The subject land is NOT PROCLAIMED as a MINE SUBSIDENCE DISTRICT within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under the *Roads Act 1993*.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any environmental planning instrument.

The subject land is NOT AFFECTED by any ROAD WIDENING OR ROAD REALIGNMENT under any Council resolution.

The subject land is NOT IDENTIFIED as BUSHFIRE PRONE LAND on Council's Bushfire Prone Land Map as certified by the NSW Rural Fire Service Commissioner dated 22 June 2018 pursuant to the requirements under the of the *Rural Fires Act 1997* and *Environmental Planning and Assessment Act 1979*.

The subject land is NOT SUBJECT to any reservation for LAND ACQUISITION by a public authority for any purpose under any environmental planning instrument applying to the land as set out in this certificate.

Council is NOT AWARE of the subject land being subject to an ORDER issued under the *Trees (Disputes Between Neighbours) Act 2006*.

Loose-fill Asbestos Insulation

Council has no record of the subject land being identified on the NSW Fair Trading's *Loose-Fill Asbestos Insulation Register* as containing a residential building containing loose-fill asbestos insulation, (sometimes called "Mr Fluffy" insulation). Loose-fill asbestos is easy to disturb and can become airborne and it is then easily inhaled. Inhaling asbestos fibres can result in serious illness including asbestosis, lung cancer and mesothelioma.

You are advised to contact NSW Fair Trading for more information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

Note: Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting which may have been used at this site.

Council is not aware of any *Affected Building Notice*, *Building Product Rectification Order* or *Intention to make a Building Product Rectification Order* made under the *Building Products (Safety) Act 2017* applying to the subject land.

The subject land is NOT AFFECTED by a policy, adopted by the Council or adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to



address 200 Miller Street North Sydney NSW 2060

all correspondence General Manager North Sydney Council
PO Box 12 North Sydney NSW 2059
DX10587

telephone (02) 9936 8100

facsimile (02) 9936 8177

email council@northsydney.nsw.gov.au

internet www.northsydney.nsw.gov.au

ABN 32 353 260 317

in planning certificates issued by the Council, that restricts the development of the land by reason of the likelihood of landslip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

THE FOLLOWING STATE ENVIRONMENTAL PLANNING POLICIES AND REGIONAL ENVIRONMENTAL PLANS APPLY:

State Environmental Planning Policies (SEPPs)

SEPP No. 1 – Development Standards
SEPP No. 19 - Bushland in urban areas
SEPP No. 33 - Hazardous and offensive development
SEPP No. 50 - Canal estate development
SEPP No. 55 - Remediation of land
SEPP No. 64 - Advertising and signage
SEPP No. 65 - Design Quality of Residential Apartment Development
SEPP No. 70 – Affordable Housing (Revised Schemes)
SEPP (Affordable Rental Housing) 2009
SEPP (Building Sustainability Index: BASIX) 2004
SEPP (Concurrences) 2018
SEPP (Educational Establishments & Child Care Facilities) 2017
SEPP (Exempt and Complying Development Codes) 2008
SEPP (Housing for Seniors or People with a Disability) 2004 - *formerly SEPP (Seniors Living) 2004*
SEPP (Infrastructure) 2007
SEPP (Primary Production and Rural Development) 2019
SEPP (State Significant Precincts) 2005 - *formerly SEPP Major Development, SEPP Major Projects & SEPP State Significant Development*
SEPP (Mining, Petroleum Production and Extractive Industries) 2007
SEPP (Miscellaneous Consent Provisions) 2007 - *formerly SEPP (Temporary Structures) 2007*
SEPP (State and Regional Development) 2011
SEPP (Vegetation in Non-Rural Areas) 2017

Regional Environmental Plans (REPs) (Deemed SEPPs)

Sydney REP (Sydney Harbour Catchment) 2005

Note: summaries of the SEPPs and deemed SEPPs are provided on the Department of Planning's website at:
www.planning.nsw.gov.au

Draft State Environmental Planning Policies (SEPPs)

Draft SEPP No. 66 - Integration of Land Use and Transport
Draft SEPP (Application of Development Standards) 2004
Draft SEPP (Competition) 2010
Draft SEPP (Environment) 2017
Draft SEPP (Remediation of Land) 2018
Draft SEPP (Short-term Rental Accommodation) 2019
Draft SEPP (Housing Diversity) 2020
Draft SEPP (Design and Place) 2021

Note: summaries of the draft SEPPs are provided on the Department of Planning's website at:
www.planning.nsw.gov.au

FOR THE PURPOSE OF SECTION 10.7(2) AND CLAUSE 3 TO SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000, THE FOLLOWING



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INFORMATION IS PROVIDED:

Housing Code

Complying development types specified within the Housing Code under Part 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Rural Housing Code

Complying development types specified within the Rural Housing Code under Part 3A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Housing Alterations Code

Complying development types specified within the Housing Alterations Code under Part 4 *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

General Development Code

Complying development types specified within the General Development Code under Part 4A *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Commercial and Industrial Alterations Code

Complying development types specified within the Commercial and Industrial Alterations Code under Part 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Commercial and Industrial (New Buildings and Additions) Code

Complying development types specified within the Commercial and Industrial (New Buildings and Additions) Code under Part 5A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Subdivisions Code

Complying development types specified within the Subdivisions Code under Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Demolition Code

Complying development types specified within the Demolition Code under Part 7 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Fire Safety Code

Complying development types specified within the Fire Safety Code under Part 8 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.



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Container Recycling Facilities Code

Complying development types specified within the Container Recycling Facilities Code under Part 5B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Low Rise Housing Diversity Code

Complying development types specified within the Low Rise Housing Diversity Code under Part 3B of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Greenfield Housing Code

Complying development types specified within the Greenfield Housing Code under Part 3C of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* CAN BE UNDERTAKEN ON THE SUBJECT LAND.

Note. This part of the Planning Certificate only addresses matters raised in Clauses 1.17A(c)-(e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other relevant requirements of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* is invalid.

FOR THE PURPOSE OF SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997, THE FOLLOWING INFORMATION IS PROVIDED:

Council is NOT AWARE of the land (or part of the land) being declared SIGNIFICANTLY CONTAMINATED land, as defined under Section 11 of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being subject to a management order, as defined under Section 14(1) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being the subject of an approved voluntary management proposal, as defined under Section 17(1) of the *Contaminated Land Management Act, 1997*.

Council is NOT AWARE of the land (or part of the land) being subject to an ongoing maintenance order, as defined under Section 28(2) of the *Contaminated Land Management Act, 1997*.

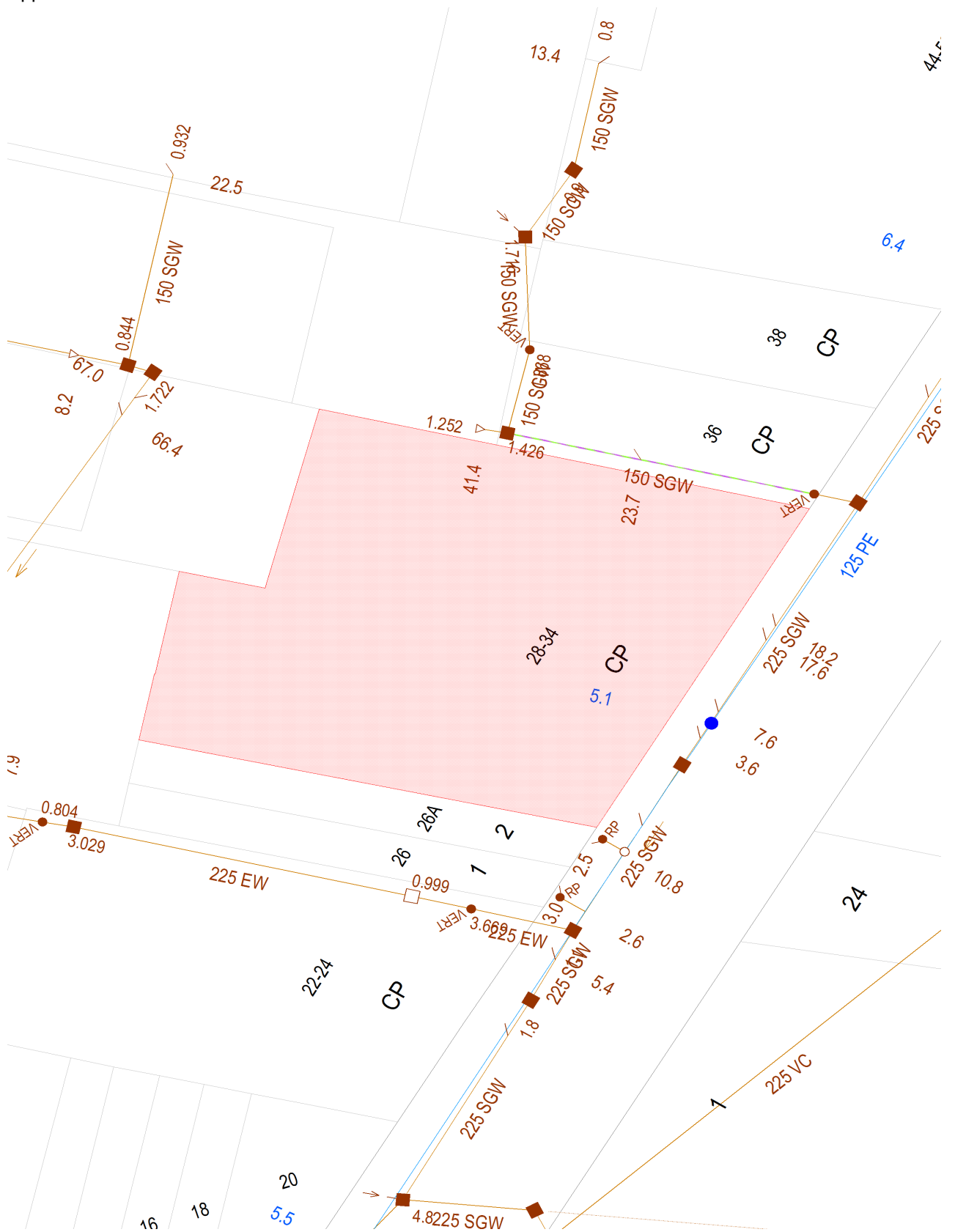
Council is NOT AWARE of the land (or part of the land) being the subject of a site audit statement, as defined under Part 4 of the *Contaminated Land Management Act, 1997*.

For further information, please contact Council's
DIVISION OF CITY STRATEGY

KEN GOULDTHORP
GENERAL MANAGER
*Electronically generated certificate
– no signature required*

Service Location Print

Application Number: 8000502322



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	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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**.

Pipe Types

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

Sewer Service Diagram

Application Number: 8000502323

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF *North Sydney*
SUBURB OF *Neutral Bay*

Copy of Diagram No. *278306*

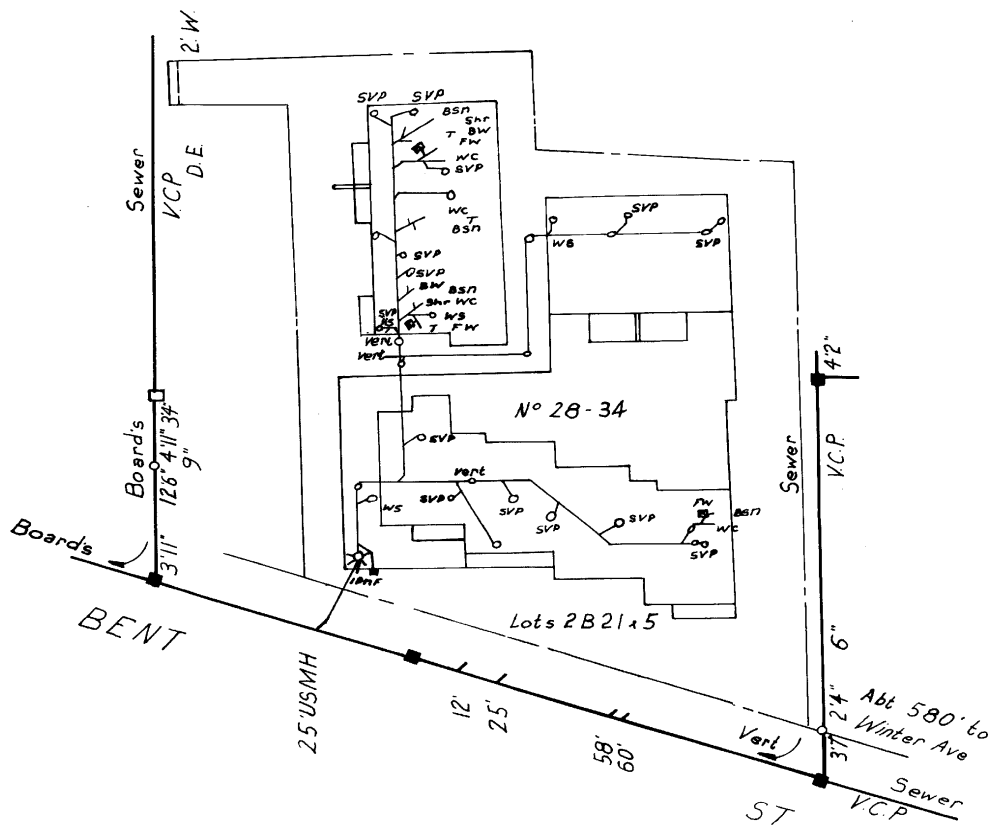
Manhole	Chr. Chamber	L.H. Lamphole	Boundary Trap	Inspection Shaft	Pit	GI Grease Interceptor	Gully	PT P Trap	RV Reflux Valve	Cleaning Eye	Vert Vertical Pipe	VP Vent Pipe	SVP Soil Vent Pipe	WS Waste Stack	IP Induct Pipe	MF Mica Flap	T Tubs	KS Kitchen Sink	WC Water Closet	BW Bath Waste	BSN Handbasin	SHR Shower	Jn. Junction	DW. Dishwasher	FW Floor Waste	WM Washing Machine	BS Bar Sink
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SEWER AVAILABLE

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

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



SEEK FOR SURCHARGE CONDITIONS

DRAINAGE		Scale: Approx. 40 feet to 1 inch	PLUMBING	
Supervised by			Supervised by	
W.C.s	Inspector		Inspector	
Ur.s	Field Diagram Examined by		for House Services Engineer	
SHEET No.	Chief Inspector			
621	Tracing	Boundary Trap		
	Checked by	Is/are not required		

Connection Date: *11/11/81*

B100

Document generated at 02-03-2021 09:10:16 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Revenue

Enquiry ID	3430342
Agent ID	81429403
Issue Date	02 Mar 2021
Correspondence ID	1721409074
Your reference	213888

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S17709/4	Unit 4, 28 BENT ST NEUTRAL BAY 2089	\$423 067

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



MR LEE CHALLONER-MILES
13/263 ALFRED STREET NORTH
NORTH SYDNEY NSW 2060

Our reference: 7120860800227

Phone: 13 28 66

2 March 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello LEE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410526428708
Vendor name	LEE CHALLONER-MILES
Clearance Certificate Period	2 March 2021 to 2 March 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MS KARREN CHALLONER-MILES
TOWNHOUSE 13
263 ALFRED STREET N
NORTH SYDNEY NSW 2060

Our reference: 7120861187545
Phone: 13 28 66
2 March 2021

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KARREN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410526512532
Vendor name	KARREN CHALLONER-MILES
Clearance Certificate Period	2 March 2021 to 2 March 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
James O'Halloran
Deputy Commissioner of Taxation

NEED HELP

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