

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099 Email: tulo.s@upstate.com.au	Phone: 029971 9000 Ref: Tulo Sila
co-agent		
vendor	Alison Gaye Baxter 16/49-53 Delmar Parade, Dee Why NSW 2099	
vendor's solicitor	The Conveyancing Group Level 1, 2 Bungan Street, Mona Vale NSW 2103 Email: lauren@tcgnsw.com.au	Phone: 0401 008 396 Ref: LH:345
date for completion	42nd day after the date of this contract (clause 15)	
land (address, plan details and title reference)	16/49-53 Delmar Parade, Dee Why NSW 2099 Lot 16 in Strata Plan 73560 Folio Identifier 16/SP73560	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input 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	
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

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 30):

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

Strata Partners
9417 2366
tobyn@stratapartners.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <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*.

CERTIFICATE

Pursuant to Section 66W of the Conveyancing Act 1919

VENDOR:

PROPERTY:

PURCHASER:

I,

.....

of

.....

certify as follows:

1. I am a Conveyancer/Solicitor currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of the property from the Vendor to the Purchaser in order that there is no cooling off period in relation to that contract.
3. I do not act for the Vendor and I am not employed in the practice of a Conveyancer/Solicitor acting for the Vendor, nor am I a member or an employee of a firm of which a Conveyancer/Solicitor acting for the Vendor is a member or employee.
4. I have explained to the Purchaser, or, if the Purchaser is a corporation, to an officer of the Purchaser or to a person involved in the management of the Purchaser's affairs: -
 - (a) the effect of the contract for the purchase of the property;
 - (b) the nature of this Certificate; and
 - (c) the effect of giving this Certificate to the Vendor in that there is no cooling off period.

Dated:

.....

Purchaser's Conveyancer/Solicitor

SPECIAL CONDITIONS

1. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the property by any agent other than the agent disclosed in the front page of this contract (if any) and that the Purchaser indemnifies the Vendor against any loss the Vendor may suffer due to any breach of this warranty.

2. Costs for delayed Settlement

In the event that the completion of this contract does not take place on or before the Completion Date and the delay is not the fault of Vendor then the Purchaser shall, on completion, pay to the Vendor:

- (a) liquidated damages in an amount equal to eight (8%) percent per annum of the balance of the purchase money computed from the day following the completion date up to and including the actual date of completion, and
- (b) if the Vendor has issued to the Purchaser a notice to complete, the sum of \$300.00 (plus GST) as compensation to the Vendor for the additional legal costs incurred by the Vendor in issuing such Notice

The parties agree that this provision shall be an essential term of the Contract. The Vendor and the Purchaser agree that this is a realistic estimation of the costs to the Vendor for loss of interest on purchase money and other outgoings payable by the Vendor and cost and inconvenience caused to the Vendor if completion is delayed.

3. Cost for Change of Date for completion

In the event there is a request for an amendment or an amendment by the purchaser to change the Date for Completion, the purchaser shall on completion pay an amount of \$280.00 (plus GST) as compensation to the vendor for additional legal costs incurred for arranging such change of Date for completion.

4. Notice to complete

The parties agree that a period of 14 days shall be reasonable time for the purposes of any notice served by either party, including a notice to complete making time of the essence.

5. Latent or patent defects

The Purchaser accepts the property in its present condition and state of repair with all defects whether latent and patent. The Purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property or any improvement thereon. The Purchaser shall not require the Vendor to carry out any work on the property after exchange of contract.

The Purchaser accepts the inclusions in their present condition and state of repair. The Vendor is not responsible for loss of or damage to (other than loss or damage due to the act or default of the Vendor), mechanical breakdown in, or fair wear and tear to, the inclusions which occurs after the contract date.

6. Amendments to this Contract

- (a) Clause 2.9: delete the words 'If each party tells the deposit holder that the deposit is to be invested
- (b) Clause 7.1.1 is amended by replacing '5' with '1'
- (c) Clause 23.6.1: is deleted and replaced with 'the Vendor is liable for all payments due prior to the contract date'
- (d) Clause 23.6.2 is deleted and replaced with 'the Purchaser is liable for all payments due after the contract date'

- (e) Clause 23.13 to 23.15 are deleted and the following paragraph inserted in lieu thereof:
"The vendor need not supply to the purchaser a certificate under Section 184 of the Strata Schemes Management Act 2015. The purchaser shall be responsible for obtaining the certificate at his or her own expense and provide the certificate to the Vendor's conveyancer office not later than 5 business days prior to completion. The vendor hereby provides authority for the purchaser to obtain such certificate."
- (f) Clause 25.2 is deleted
- (g) Clause 31.2 is amended by deleting "5" and replacing it with "2"
- (h) Clause 31.4 is amended by deleting "7" and replacing it with "3"

7. No Warranty

The purchaser acknowledges that this contract is not made relying on any warranty or representation by the vendor or any person on behalf of the vendor whether oral or in writing, except those that are expressly provided in this contract which sets out the whole agreement between the parties.

8. Error in adjustment of outgoings

Should any apportionment of outgoings be overlooked or incorrectly calculated on completion the parties agree that, upon being so requested, the correct calculation will be made and paid to the party to whom it is payable.

9. Purchase by a Company

If a Company is a Purchaser, in consideration of the Vendor entering the agreement at the request of the persons signing and/or affixing the company seal to this contract on behalf of the company each Guarantor jointly and severally irrevocably guarantees the Vendor the punctual payment of all moneys payable to the Purchaser under this agreement and the due and punctual performance of all of the Purchaser's obligations under this agreement.

10. Requisitions on Title

The Purchaser agrees that the only form of general requisitions on title the Purchaser may make pursuant to clause 5 shall be in the form of the Requisitions on Title, a copy of which is annexed to this Contract.

The Requisitions on Title are deemed to be served by the purchaser at the date of this Contract.

11. Inconsistency

If there is any inconsistency between these special conditions and the printed conditions, these special conditions apply.

12. Electronic Settlement (PEXA)

Clause 30.1.2 is deleted. Notwithstanding clause 30, if the purchaser is unable or unwilling to conduct this conveyancing transaction as an electronic PEXA transaction, the purchaser will pay to the vendor an amount of \$180.00 plus GST at completion as re-imbursement of the vendor's additional conveyancing expenses.

13. Deposit

If, with the written consent of the Vendor, the Purchaser is permitted to pay the deposit by instalments and not in accordance with the provisions of clause 2.2 then the Purchaser must pay the deposit as follows:-

- (a) one half of the deposit, equal to 5% of the price on the making of this contract; and
- (b) the other half of the deposit, equal to a further 5% of the price, ("**Deposit Balance**") on the earlier of the Completion date and the date on which this contract is actually completed.

The times for making the payments of deposit set out to in this special condition are essential.

The Vendor may recover the Deposit Balance as a liquidated debt in any court of competent jurisdiction together with the Vendor's legal costs and expenses on a full indemnity basis and interest on the Deposit Balance at the rate set out in clause 2.

All interest earned on the investment of any deposit that is less than 10%, is to be paid to the Vendor.

14. Order on the Deposit Holder

When completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority will be held in escrow by the Vendor's conveyancer until settlement is effected.

15. Building Certificate

Notwithstanding clause 11 herein if, as a consequence of any application by the purchaser for a Building Certificate from the Local Council:

- (a) a work order under any legislation is made after the date of this Contract; or
- (b) the Local Council informs the Purchaser of works to be done before it will issue a Building Certificate;

then the Purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at their own expense.

17. Guarantee (Purchaser a Proprietary Company)

In consideration of the Vendor entering into this Contract with the Purchaser at the request of the undersigned Directors of the Purchaser Company ("Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantee to the Vendor the due and punctual observance and performance of all the obligations of the Purchaser and the due and punctual payment of all moneys which the Purchaser is or becomes obliged to pay to the Vendor under this Contract and hereby indemnifies the Vendor in respect of all liabilities (including legal costs on an indemnity basis) incurred in enforcing this guarantee which may arise as a consequence of the act omission or default of the Purchaser or otherwise under this Contract. The guarantee contained in this clause shall continue after completion.

Signature of Guarantor

Signature of Witness

Full name of Guarantor

Full name of Witness

Address of Guarantor

Address of Witness

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.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: 16/49-53 Delmar Parade, Dee Why NSW 2099
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 (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All 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?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as

- referred to in Section 6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposal to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

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

- (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. 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

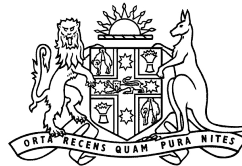
47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. 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.
50. 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.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.

Strata Schemes Management Regulation 2010

[2010-492]



New South Wales

Status information

Currency of version

Repealed version for 1 March 2016 to 29 November 2016 (accessed 22 September 2021 at 10:37)

Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

The provisions displayed in this version of the legislation have all commenced. See [Historical Notes](#)

Repeal:

This Regulation was repealed by sec 275 (b) of the [Strata Schemes Management Act 2015 No 50](#) with effect from 30.11.2016.

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 30 November 2016.

Strata Schemes Management Regulation 2010

[2010-492]



New South Wales

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Strata Schemes Management Regulation 2010



Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Strata Schemes Management Regulation 2010*.

2 Commencement

This Regulation commences on 1 September 2010.

Note. This Regulation replaces the *Strata Schemes Management Regulation 2005* which is repealed on 1 September 2010 by section 10 (2) of the *Subordinate Legislation Act 1989*.

3 Definition

In this Regulation:

banking records means the accounting records required to be kept under clause 5 (1) (b).

the Act means the *Strata Schemes Management Act 1996*.

4 Notes

Notes in the text of this Regulation do not form part of this Regulation.

Part 2 Records and accounts

5 Accounting records

- (1) The accounting records required to be kept for the purposes of section 103 of the Act are:
 - (a) receipts consecutively numbered, and
 - (b) passbook, deposit book or statement of deposits and withdrawals for the account of the owners corporation, and
 - (c) a cash record, and
 - (d) a levy register.
- (2) The treasurer must keep separate accounting records for the administrative fund and the sinking fund.
- (3) Subject to the other provisions of this Part, the accounting records may be kept by mechanical, electronic or other means.

6 Receipts

- (1) The treasurer of an owners corporation must issue a receipt for each payment of money received by the treasurer on behalf of the owners corporation.
- (2) Each receipt must include the following:
 - (a) the date of issue of the receipt,
 - (b) the amount of money received,
 - (c) the form (cash, cheque, postal order or other) in which the money was received,
 - (d) the name of the person on whose behalf the payment was made,
 - (e) if the payment is for a contribution to the administrative or sinking fund:
 - (i) a statement that the payment is made in respect of that contribution, and
 - (ii) the lot number in respect of which the contribution is made, and
 - (iii) the period in respect of which the payment is made (if relevant), and
 - (iv) details of any discount given for early payment,
 - (f) if the payment is not a payment referred to in paragraph (e)—particulars of the transaction in respect of which the payment is received,
 - (g) if the payment is received in respect of more than one transaction—the manner in which the payment is apportioned between transactions.
- (3) The treasurer must cause a record to be kept of all the details of each receipt issued for the payment of money received by the treasurer on behalf of the owners corporation.

7 Cash record

- (1) As soon as practicable after a transaction is effected, the treasurer must enter:
 - (a) in a receipts section of the cash record—particulars of all money received, and
 - (b) in a payments section of the cash record—particulars of all money disbursed.
- (2) At the end of each prescribed period, the cash record must be balanced and the balance carried forward to the cash record for the next prescribed period.
- (3) At the end of each prescribed period, the treasurer must:
 - (a) compare the entries in the cash record with the banking records for the account of the owners corporation, and
 - (b) enter in the cash record:
 - (i) the amounts credited to the account and appearing in the banking records for which no receipt had been given, and

- (ii) the amounts debited to the account and appearing in the banking records for which no cheque had been drawn.
- (4) Any necessary reconciliation (showing the balance in the account of the owners corporation as indicated in the banking records, and adding any money received but not banked and deducting any cheques drawn but not presented for payment) must be entered in the cash record at the end of the entries for the relevant prescribed period.
- (5) In this clause:

prescribed period means 12 months or, if an annual general meeting of the owners corporation determines a shorter period, that shorter period.

8 Levy register

- (1) The levy register must include a separate section for each lot in the strata scheme that is not a utility lot.
- (2) Each of those sections must specify, by appropriate entries, the following matters in relation to each contribution levied by the owners corporation and must indicate whether those entries are debits or credits and the balances for those entries:
 - (a) the date on which the contribution is due and payable,
 - (b) the type of contribution and the period in respect of which it is to be made,
 - (c) the amount of the contribution levied shown as a debit,
 - (d) the amount of each payment shown as a credit,
 - (e) the date on which each payment relating to the contribution is made,
 - (f) whether a payment made was made in cash or by cheque or in some other specified manner,
 - (g) whether an amount paid comprised full payment or part payment,
 - (h) details of any discount given for early payment,
 - (i) the balance of the account.

9 Inspection of records of strata managing agent

For the purposes of section 108 (3) (h) of the Act, the prescribed records to be made available for inspection are the accounting records and other records relating to the strata scheme that are kept by the strata managing agent.

10 Additional documents to be given to owners corporation by original owner or lessor at first annual general meeting

For the purposes of clause 4 (1) (d) of Schedule 2 to the Act, the following documents obtained or received by the original owner or lessor and relating to the parcel concerned, or any building, plant or equipment on the parcel, are prescribed:

- (a) occupation certificates (within the meaning of the *Environmental Planning and Assessment Act*

1979),

- (b) sewerage line diagrams,
- (c) maintenance and service manuals,
- (d) depreciation schedules,
- (e) if the building is required to be insured under Division 2 of Part 4 of Chapter 3 of the Act, any valuation of the building.

Part 3 Insurance

11 (Repealed)

12 Calculation of insured amount under damage policy

- (1) For the purposes of section 82 (6) of the Act, the manner of calculating the amount to which the liability of an insurer may be limited under a damage policy is to add together the following amounts:
 - (a) the estimated cost, as at the date of commencement of the damage policy, of:
 - (i) carrying out the work that a damage policy is required to provide for under section 82 (2) of the Act, and
 - (ii) making the payments that a damage policy is required to provide for under section 82 (4) and (5) of the Act,
 - (b) the estimated amount by which expenditure referred to in the preceding paragraphs may increase during the period of 18 months following the date of commencement of the damage policy.
- (1A) For the purposes of sections 83 (2) and 84 (2) of the Act, the amount for which a building is to be insured under a damage policy is to be not less than the amount calculated in accordance with subclause (1).
- (2) The amounts referred to in subclause (1) (a) and (b) are to be calculated so as to include any applicable taxes, fees and charges (including taxes, fees and charges of the Commonwealth).

Part 4 Restrictions on exercise of functions by owners corporations and executive committees

13 Restriction on delegation of certain functions

For the purposes of section 29A (1) (h) of the Act, the following functions are prescribed:

- (a) arranging for inspections for the purposes of fire safety in accordance with section 65C of the Act,
- (b) ensuring that the owners corporation complies with any relevant requirements under the *Occupational Health and Safety Act 2000*,
- (c) entering into contracts relating to the maintenance of common property or the provision of

- services to the common property (other than contracts relating to a stratum parcel),
- (d) arranging for inspections of records and other documents under section 108 of the Act,
- (e) giving certificates under section 109 of the Act.

14 Quotations required by large strata schemes

For the purposes of section 80B of the Act, the prescribed amount is \$30,000 in relation to any one item or matter (other than the seeking of legal advice or the provision of any other legal services, or the taking of legal action).

Note. Section 80B of the Act requires an owners corporation of a large strata scheme to obtain at least 2 quotations for proposed expenditure exceeding the prescribed amount in relation to any one item or matter.

15 Exemptions from need for approval for certain legal action

- (1) The seeking of legal advice, the provision of legal services or the taking of legal action is exempt from the operation of section 80D of the Act if the reasonably estimated cost of seeking the legal advice, having the legal services provided or taking the legal action would not exceed:
 - (a) an amount equal to the sum of \$1,000 for each lot in the strata scheme concerned (excluding utility lots), or
 - (b) \$12,500,whichever is the lesser.
- (2) In a case where the cost, or estimated cost, of seeking legal advice, having legal services provided or taking legal action has been:
 - (a) disclosed by the Australian legal practitioner concerned in accordance with the *Legal Profession Act 2004*, or
 - (b) set out in a proposed costs agreement under that Act,the reasonably estimated cost of seeking the legal advice, having the legal services provided or taking the legal action is taken, for the purpose of this clause, to be the cost or estimated cost so disclosed or set out.
- (3) The seeking of legal advice, the provision of legal services or the taking of legal action is exempt from the operation of section 80D of the Act if its purpose is to recover unpaid contributions and interest under section 80 of the Act.

Part 5 Election of executive committee of owners corporation

16 Application of Part

This Part applies to the procedure for nomination and election of an executive committee for a strata scheme comprising more than 2 lots.

17 Election of executive committee

- (1) At a meeting of an owners corporation at which its executive committee is to be elected, the chairperson must:

- (a) announce the names of the candidates already nominated in writing for election to the executive committee, and
 - (b) call for any oral nominations of candidates eligible for election to the executive committee.
- (2) A written or oral nomination made for the purposes of such an election is ineffective if it is made by a person other than the nominee unless it is supported by the consent of the nominee given:
 - (a) in writing, if the nominee is not present at the meeting, or
 - (b) orally, if the nominee is present at the meeting.
- (3) After the chairperson declares that nominations have closed, the owners corporation is to decide, in accordance with clause 2 (2) of Schedule 3 to the Act, the number of members of the executive committee.
- (4) If the number of candidates:
 - (a) is the same as, or fewer than, the number of members of the executive committee decided on—those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the executive committee, or
 - (b) is greater than the number so decided on—a ballot is to be held.

18 Ballot for executive committee

- (1) If a ballot for membership of the executive committee of an owners corporation is required, the chairperson must:
 - (a) announce to the meeting the name of each candidate and the nominator of the candidate, and
 - (b) provide each person present and entitled to vote at the meeting with a blank ballot-paper for each vote the person is entitled to cast.
- (2) For a vote to be valid, a ballot-paper must be signed by the voter and completed by the voter's writing on it:
 - (a) the names of the candidates (without repeating a name) for whom the voter desires to vote, the number of names written being no more than the number determined by the owners corporation as the number of members of the executive committee, and
 - (b) the capacity in which the voter is exercising a right to vote, whether:
 - (i) as owner, first mortgagee or covenant chargee of a lot (identifying the lot), or
 - (ii) as a company nominee, or
 - (iii) by proxy, and
 - (c) if the vote is being cast by proxy—the name and capacity of the person who gave the proxy.
- (3) The completed ballot-paper must be returned to the chairperson.
- (4) Until all places for membership of the executive committee have been filled, the chairperson is to declare elected successively each candidate who has a greater number of votes than all other

candidates who have not been elected.

- (5) If only one place remains to be filled but there are 2 or more eligible candidates with an equal number of votes, the candidate to fill the place is to be decided by a show of hands of those present and entitled to vote.

Part 6 Fees

19 Fees

- (1) The fees payable under the Act are set out in Schedule 1.
- (2) For the purposes of section 209 (1) (b) of the Act, the prescribed fee for the lodgment of an order under the Act is the fee payable for lodgment of a document under the *Strata Schemes (Freehold Development) Act 1973* for which no specific fee is prescribed by the regulations under that Act.

Note. The relevant fee is prescribed by item 17 of Schedule 6 to the *Strata Schemes (Freehold Development) Regulation 2012*.

20 Waiver and remission of fees

- (1) The Director-General may waive payment of the fee paid to the Director-General under the Act for an application for mediation, or may remit any such fee, if the Director-General considers it appropriate to do so in the circumstances.
- (2) The principal registrar may waive payment of any fee payable to the principal registrar under the Act, or may remit any such fee paid to the principal registrar, if the principal registrar considers it appropriate to do so in the circumstances.

Part 7 Proceedings of Tribunal

21 Time limit for certain applications to vary or revoke order of Tribunal

For the purposes of section 191 (2) of the Act, the prescribed time within which an application may be made for an order varying or revoking an order of the Tribunal is 28 days commencing on the day on which a copy of the order is served on the applicant.

22 (Repealed)

Part 8 Mediation

23 Directions of Director-General

Subject to the Act and this Regulation, the Director-General may give directions for regulating and prescribing the practice and procedure to be followed in connection with a mediation session, including the preparation and service of documents.

24 Attendance and representation

- (1) A mediation session must be attended by each party or by a legal representative, or other representative, having authority to settle the matter.
- (2) Other persons may attend a mediation session with the leave of the mediator.

25 Costs

The parties to a mediation are to pay their own costs associated with the mediation.

26 Termination

- (1) A mediator may terminate a mediation.
- (2) A party may terminate a mediation at any time by giving notice of the termination to the mediator and each other party.

Part 9 Miscellaneous

27 Model by-laws

Model by-laws for residential strata schemes are set out in Schedules 2–7.

28 Forms and certificates

- (1) A certificate given by an owners corporation under section 109 of the Act must be in or to the effect of Form 1 in Schedule 8.
- (2) For the purposes of clause 11 (1) of Schedule 2 to the Act, an instrument appointing a proxy must be in or to the effect of Form 2 in Schedule 8.

29 Monetary limit on exercise of priority vote

For the purposes of clause 7 (1) of Schedule 2 to the Act, the prescribed amount is the amount of \$1,000 multiplied by the number of lots in the strata scheme concerned.

30 Extension of section 75A of Act to all owners corporations

Subject to section 69 (2) of the Act, the operation of section 75A of the Act is extended to all owners corporations to which it was extended by clause 30A of the *Strata Schemes Management Regulation 2005* before its repeal, and that clause continues to apply in respect of those owners corporations.

Note. Clause 30A of the *Strata Schemes Management Regulation 2005* extended the operation of section 75A of the Act to owners corporations on the following dates:

- (a) an owners corporation for a strata scheme with a strata plan number equal to or greater than 50,000—1 July 2006,
- (b) an owners corporation for a strata scheme with a strata plan number equal to or greater than 30,000 and less than 50,000—1 July 2007,
- (c) an owners corporation for a strata scheme with a strata plan number equal to or greater than 10,000 and less than 30,000—1 July 2008,
- (d) an owners corporation for a strata scheme with a strata plan number equal to or greater than 1 and less than 10,000—1 July 2009.

31 Window safety devices

- (1) A building in a strata scheme is a building to which section 64A of the Act applies if the building contains lots used for residential purposes.
- (2) A window within any such building is a window to which section 64A of the Act applies if:

- (a) it is a window within the meaning of the *Building Code of Australia*, and
 - (b) it can be opened, and
 - (c) the lowest level of the window opening is less than 1.7m above the surface of any internal floor that abuts the wall of which it forms part, and
 - (d) that internal floor is 2m or more above the surface of any external surface below the window that abuts the wall, and
 - (e) it is a window on common property to which access can be gained from a residence in a strata scheme or a window on any part of the building that is part of a residence.
- (3) A screen, lock or any other device is a complying window safety device for the purposes of section 64A of the Act if it:
- (a) is capable of restricting the opening of a window so that a sphere having a diameter of 125mm or more cannot pass through the window opening, and
 - (b) is capable of resisting an outward horizontal action of 250 newtons, and
 - (c) has a child resistant release mechanism, in the case of a device that can be removed, overridden or unlocked.
- (4) In this clause:

Building Code of Australia has the same meaning as it has in the *Environmental Planning and Assessment Act 1979*.

32 Notification by owners of window safety devices

An owner of a lot in a strata scheme who installs a window safety device under section 64A of the Act must serve notice in writing of the installation on the owners corporation within 7 days after completion of the installation.

Note. Section 235 (2) of the Act sets out the manner in which a document is to be served on an owners corporation.

Schedule 1 Fees

(Clause 19)

Item	Type of fee	Fee
Fees payable to principal registrar		
1, 2	(Repealed)	
3	Copy of document (other than transcript)	\$2 per page or \$30 (whichever is greater)
4	Copy of sound or audio-visual recording of evidence or proceedings, per cassette, disc or other medium	“at cost”
5	Copy of written transcript of evidence or proceedings, per page	“at cost”
Fee payable to Director-General		

6	Lodgment of application under section 128 of the Act for mediation:	
	(a) if applicant is a full-time student or pensioner	\$5
	(b) in any other case	\$81
Fees payable to owners corporation		
7	For making records available for inspection under section 108 of the Act	\$31 and an additional \$16 for each half-hour or part of half-hour after the first hour of inspection
8	For giving a certificate under section 109 of the Act:	
	(a) if the request is an initial request or request made more than 3 months after a previous request by the same person in respect of the same lot	\$109 and an additional \$54 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate
	(b) if the request is made not more than 3 months after a previous request by the same person in respect of the same lot	\$94 and an additional \$47 for a further certificate for a lot comprising a garage, parking space or storeroom that services the lot the subject of the first certificate

Schedule 2 Model by-laws for residential strata schemes

(Clause 27)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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.

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.

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

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

12 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

13 Storage of inflammable liquids and other substances and materials

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

14 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of

the proposed floor covering or surface.

- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 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.

16 Garbage disposal

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

- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

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

18 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners

corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

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).

20 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

22 Service of documents on owner of lot by owners corporation

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

Schedule 3 Model by-laws for retirement villages schemes

(Clause 27)

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to

interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or
 - (b) any health or medical equipment that is necessary to preserve the health or well-being of the occupier of the lot, or
 - (c) any screen or other device to prevent entry of animals or insects on the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, equipment, screen or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in

clause (3) that forms part of the common property and that services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 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.

8 Depositing rubbish and other material on common property

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

9 Hanging out of washing

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

10 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

11 Preservation of fire safety

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

12 Storage of inflammable liquids and other substances and materials

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

13 Changes to floor coverings and surfaces

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

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.

15 Garbage disposal

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

- (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and

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

Option C

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (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 9.

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) medical and nursing services,
 - (b) emergency response services,
 - (c) meals,
 - (d) domestic services,
 - (e) window cleaning,
 - (f) transportation,
 - (g) garbage disposal and recycling services,
 - (h) electricity, water or gas supply,
 - (i) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount

for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

21 Service of documents on owner of lot by owners corporation

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

Schedule 4 Model by-laws for industrial schemes

(Clause 27)

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

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

3 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 except with the prior written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot, or

- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Children on common property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising effective control.

5 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.

6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

8 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in

- accordance with the applicable recycling guidelines, and
- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9 Appearance of lot

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

10 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).

11 Preservation of fire safety

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

12 Prevention of hazards

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

13 Provision of amenities or services

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

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

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

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

14 Compliance with planning and other requirements

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

15 Service of documents on owner of lot by owners corporation

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

Schedule 5 Model by-laws for hotel/resort schemes

(Clause 27)

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

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

3 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 prior written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (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, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

4 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.

5 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.

6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether common property or part of a lot.

8 Storage of inflammable liquids and other substances and materials

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

9 Keeping of animals

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

10 Appearance of lot

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

11 Preservation of fire safety

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

12 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or

occupiers of one or more of the lots:

- (a) electricity, water or gas supply,
- (b) telecommunication services (for example, cable television).

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

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

13 Compliance with planning and other requirements

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

14 Service of documents on owner of lot by owners corporation

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

Schedule 6 Model by-laws for commercial/retail schemes

(Clause 27)

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

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

3 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 written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or

- (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) 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.

5 Depositing rubbish and other material on common property

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

6 Cleaning windows and doors

The owners corporation must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lots, whether a part of a lot or common property.

7 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
- (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

- (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

8 Appearance of lot

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

9 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).

10 Preservation of fire safety

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

11 Prevention of hazards

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

12 Provision of amenities or services

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

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

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

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

13 Controls on hours of operation and use of facilities

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

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

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

14 Compliance with planning and other requirements

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

15 Service of documents on owner of lot by owners corporation

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

Schedule 7 Model by-laws for mixed use schemes

(Clause 27)

1 Noise

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

2 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (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 to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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.

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.

9 Depositing rubbish and other material on common property

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

10 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.

- (4) In this clause:

washing includes any clothing, towel, bedding or other article of a similar type.

11 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Changes to floor coverings

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

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.

15 Garbage disposal

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

- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) 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.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

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

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

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

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

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

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

22 Controls on hours of operation and use of facilities

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

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

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

24 Service of documents on owner of lot by owners corporation

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

Schedule 8 Forms

Form 1 Certificate under section 109 of the [Strata Schemes Management Act 1996](#)

(Clause 28 (1))

Date of certificate		.....
Strata scheme in respect of which certificate issued	Strata Plan No	.....
Lot in respect of which certificate issued	Lot No	.....
	Strata Plan No	.....
Person requesting certificate		
(owner/mortgagee/covenant chargee/authorised person)	Name	.....
	Address	.....
If authorised person, authorised by:	Name	.....
(owner/mortgagee/covenant chargee)	Address	.....

The owners corporation certifies the following with respect to the lot the subject of this certificate:

1 Administrative fund—contributions payable by regular periodic instalments or lump sum (section 76 (1) of the Act)

Total amount last determined	Amount	Period
	.....	..... to
Number of instalments payable (if contribution payable by instalments)		.....
Amount of each instalment, period to which instalment relates and date due		

	Amount	Period	Date due
 to .....	.....
 to .....	.....
 to .....	.....
 to .....	.....
Amount (if any) outstanding		
Amount (if any) in credit		
Discount (if any) applicable for early payment		
Brief statement as to the reason for any amount outstanding or in credit			
.....			
.....			

2 Sinking fund—contributions payable by periodic instalments or lump sum (section 76 (1) of the Act)

Total amount last determined	Amount	Period	
	.....	..... to	
Number of instalments payable (if contribution payable by instalments)		.....
Amount of each instalment, period to which each instalment relates and date due			
	Amount	Period	Date due
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
Amount (if any) outstanding		.....
Amount (if any) in credit		.....
Discount (if any) applicable for early payment		.....
Brief statement as to the reason for any amount outstanding or in credit			
.....			
.....			

3 Special contributions to the administrative fund (section 76 (4) of the Act)

Amount of any levy payable under section 76 (4) of the Act	.....
Date on which determination made under section 76 (4) of the Act	.....
Number of instalments payable (if contribution payable by instalments)	.....

Amount of each instalment and date due

Amount	Date due
.....
.....
.....
.....

Amount (if any) outstanding

Amount (if any) in credit

Brief statement as to the reason for any amount outstanding or in credit

.....

.....

Brief statement as to the purpose for which the contribution was required

.....

.....

4 Money unpaid under by-law conferring a right or a privilege (section 53 of the Act)

Amount payable under a by-law referred to in section 53 of the Act

Date when amount due

Period to which amount relates to

5 Contributions towards costs of proceedings (section 229 of the Act)

Amount of any levy payable under section 229 of the Act

Date on which determination made under section 229 of the Act

Number of instalments payable (if contribution payable by instalments)

Amount of each instalment and date due

Amount	Date due
.....
.....
.....
.....

Amount (if any) outstanding

Amount (if any) in credit

Brief statement as to the reason for any amount outstanding or in credit

.....

.....

Brief statement as to the purpose for which the contribution was required

.....

.....

6 Amount recoverable in relation to work carried out by owners corporation

Amount (if any) recoverable under section 63 of the Act

7 Rate of interest payable on contributions

Rate of interest payable under section 79 of the Act on contributions %

Amount of interest payable in relation to outstanding contributions \$

8 Amount of unpaid contributions and pecuniary penalties

Amount of any unpaid pecuniary penalty that is a charge on the lot by reason of section 206 of the Act

Amount of any contribution recoverable as a debt under section 80 of the Act

9 Particulars on strata roll for lot to which certificate relates

Name of owner	Name	.....
Address for service of notices on owner	Address	.....
Name and address for service of notices on each mortgagee, covenant chargee or other person who has given notice to the owners corporation under section 118 of the Act	Name	.....
	Address	.....
	Capacity	.....

10 Managing agent and caretaker

Name of managing agent (if any) appointed under section 26 of the Act	Name	.....
	Address	.....

Name of caretaker (if any) within the meaning of section 40A of the Act	Name	.....
	Address	.....

11 Members of executive committee

Name and address of each member of the executive committee:

	Name	Address
Member 1
Member 2
Member 3
Member 4

Member 5

Member 6

Member 7

Member 8

Member 9

Office bearers:

Chairperson

Secretary

Treasurer

12 By-laws

Particulars of any by-laws made by the owners corporation within the 2-year period before the date of this certificate that have not been lodged at the office of the Registrar-General as at that date

.....

13 Insurance policies

Particulars of all insurance policies that have the owners corporation as the insured or as a beneficiary:

Type of policy	Name of insurer	Policy number	Sum insured	Date due	Date when last premium paid	Amount of last premium
----------------	-----------------	---------------	-------------	----------	-----------------------------	------------------------

Name of each insurance broker for each policy (if relevant):

Name

Address

Items 14 and 15 must be completed if the strata scheme is also part of a community scheme

Name of community association (if any):

Community lot number(s) for precinct or strata scheme

Address for service of notices:

Name of precinct association (if any):

Precinct lot number(s) for strata scheme

Address for service of notices:

14 Contributions payable to administrative fund of community association or precinct association

Total amount last determined with respect to the lots comprising the strata scheme

Amount

Period to

Number of instalments payable (if contribution payable by instalments)

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

Brief statement as to the reason for any amount outstanding or in credit

.....

.....

15 Contributions payable to sinking fund of community association or precinct association

Total amount last determined with respect to the lots comprising the strata scheme

Amount	Period
.....	..... to

Number of instalments payable (if contribution payable by instalments)

Amount of each instalment, period to which instalment relates and date due

Amount	Period	Date due
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....
.....	..... to .....	.....

Amount (if any) outstanding

Amount (if any) in credit

Discount (if any) applicable for early payment

Brief statement as to the reason for any amount outstanding or in credit

.....

.....

Item 16 must be completed if the strata scheme is a member of a building management committee

Name of building management committee:

Address for service of notices:

.....

16 Contributions payable to the building management committee

Total amount last determined with respect to the lots comprising the strata scheme	Amount	Period to	
Number of instalments payable (if contribution payable by instalments)		.....
Amount of each instalment, period to which instalment relates and date due	Amount	Period to	Date due
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
	.....	..... to .....	.....
Amount (if any) outstanding		.....
Amount (if any) in credit		.....
Discount (if any) applicable for early payment		.....
Brief statement as to the reason for any amount outstanding or in credit			
.....			
.....			

Item 17 must be completed if the strata scheme is required to pay to any other person or body any amount not connected to the maintenance or insurance of the common property

17 Amount payable to any other person or body

Name of person or body	.....
Brief statement as to the purpose of the payment:	
.....	
.....	
If next payment known:	Amount
	Date Due
Amount (if any) outstanding	.....
Amount (if any) in credit	.....

The common seal of the Owners—Strata Plan No

Was hereunto affixed on the day of 20

in the presence of

and

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

Note.

Section 109 (8) of the Act provides:

(8) **Certificate is evidence of matters stated in it** A certificate given under this section is conclusive evidence, as at the date of

the certificate, of the matters stated in it in favour of a person (whether or not the applicant for the certificate or a person referred to in the certificate) taking for valuable consideration:

(a) an estate or interest in a lot in a freehold strata scheme to which the certificate relates, or

(b) an estate or interest in a lease of a lot in a leasehold strata scheme to which the certificate relates.

Form 2 Proxy appointment

(Clause 28 (2))

Strata Schemes Management Act 1996

Date

I/We

the owners of lot

in Strata Plan No

appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

Period or number of meetings for which appointment of proxy has effect *1 meeting/* meetings/*1 month/* months/*12 months or 2 consecutive annual general meetings

**Tick or tick and complete whichever applies*

(Note. The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

***1** This form authorises the proxy to vote on my/our behalf on all matters.

OR

***2** This form authorises the proxy to vote on my/our behalf on the following matters only:

.....

.....

.....

[Specify the matters and any limitations on the manner in which you want the proxy to vote.]

**Delete paragraph 1 or 2, whichever does not apply.*

***3** If a vote is taken on whether

(the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:

.....

.....

.....

**Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

Signature of owner/s

Notes

1 A proxy is not authorised to vote on a matter:

(a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or

(b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, caretaker or on-site residential property manager.

2 This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).

3 This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.

Schedule 9 Savings and transitional provisions

1 Savings and transitional provisions consequent on enactment of *Strata Schemes Management Act 1996*

- (1) This clause applies to an owners corporation in existence at 1 July 1997.
- (2) The seal of an owners corporation immediately before 1 July 1997 may continue to be used as its seal for the purposes of the *Strata Schemes Management Act 1996* or for any other purpose, unless replaced by the owners corporation.

2 Cash record

- (1) Clause 7 takes effect from the end of the prescribed period that is current under the *Strata Schemes Management Regulation 2005* (the **repealed Regulation**) immediately before the commencement of this Regulation.
- (2) The requirements of clause 7 of the repealed Regulation continue to apply in respect of the prescribed period referred to in subclause (1), despite the repeal of that Regulation.

3 Priority votes

The increase in the amount prescribed for the purposes of the definition of priority vote in clause 7 (1) of Schedule 2 to the Act (from \$200 to \$1,000) does not apply in respect of a vote at a general meeting if:

- (a) notice of the meeting was given before the commencement of this Regulation, and
- (b) the notice indicated that the prescribed amount, for the purposes of a priority vote within the meaning of clause 7 (1) of Schedule 2 to the Act, is \$200 multiplied by the number of lots in the strata scheme concerned.

Note. Clause 7 (1) of Schedule 2 to the Act defines priority vote as follows:

priority vote, in relation to a lot, means a vote on a motion that relates to insurance, budgeting or fixing of a levy, that will require expenditure above the prescribed amount by the owners corporation or on any matter that requires a special or unanimous resolution by:

- (a) the mortgagee of the lot under a mortgage shown on the strata roll as having priority over any other mortgage, and over any covenant charge, shown on the strata roll in relation to the lot, or
- (b) the covenant chargee of the lot under a covenant charge shown on the strata roll as having priority over any mortgage shown on the roll in relation to the lot, or
- (c) the covenant chargee of the lot under a covenant charge shown on the strata roll without any mortgage being shown on the roll in relation to the lot.

4 Savings and transitional provisions consequent on the making of this Regulation

Any act, matter or thing that, immediately before the repeal of the *Strata Schemes Management Regulation 2005*, had effect under that Regulation is taken to have effect under this Regulation.

Historical notes

The following abbreviations are used in the Historical notes:

Am	amended	LW	legislation website	Sch	Schedule
Cl	clause	No	number	Schs	Schedules
ClI	clauses	p	page	Sec	section
Div	Division	pp	pages	Secs	sections
Divs	Divisions	Reg	Regulation	Subdiv	Subdivision
GG	Government Gazette	Regs	Regulations	Subdivs	Subdivisions
Ins	inserted	Rep	repealed	Subst	substituted

Table of amending instruments

Strata Schemes Management Regulation 2010 (492). LW 27.8.2010. Date of commencement, 1.9.2010, cl 2. This Regulation has been amended as follows:

2011	(255)	<i>Strata Schemes Management Amendment (Fees) Regulation 2011</i> . LW 27.5.2011. Date of commencement, 1.7.2011, cl 2.
	No 62	<i>Statute Law (Miscellaneous Provisions) Act (No 2) 2011</i> . Assented to 16.11.2011. Date of commencement of Sch 2.35, 6.1.2012, sec 2 (1).
2012	(229)	<i>Strata Schemes Management Amendment (Fees) Regulation 2012</i> . LW 1.6.2012. Date of commencement, 1.7.2012, cl 2.
2013	(286)	<i>Strata Schemes Management Amendment (Fees) Regulation 2013</i> . LW 14.6.2013. Date of commencement, 1.7.2013, cl 2.
	No 95	<i>Civil and Administrative Legislation (Repeal and Amendment) Act 2013</i> . Assented to 20.11.2013. Date of commencement, 1.1.2014, sec 2.
	(688)	<i>Strata Schemes Management Amendment (Child Window Safety Devices) Regulation 2013</i> . LW 11.12.2013. Date of commencement, 11.12.2013, cl 2.
2014	(202)	<i>Strata Schemes Management Amendment (Fees) Regulation 2014</i> . LW 11.4.2014. Date of commencement, 1.7.2014, cl 2.
	No 33	<i>Statute Law (Miscellaneous Provisions) Act 2014</i> . Assented to 24.6.2014. Date of commencement of Sch 2.42, 4.7.2014, sec 2 (1).
2015	(265)	<i>Strata Schemes Management Amendment (Fees) Regulation 2015</i> . LW 29.5.2015. Date of commencement, 1.7.2015, cl 2.
	No 48	<i>Regulatory Reform and Other Legislative Repeals Act 2015</i> . Assented to 5.11.2015. Date of commencement of Sch 1, 1.3.2016, sec 2 (2) and 2015 (798) LW 18.12.2015.
	No 67	<i>Courts and Other Justice Portfolio Legislation Amendment Act 2015</i> . Assented to 24.11.2015. Date of commencement of Sch 1.16, assent, sec 2 (1).

Table of amendments

Cl 11	Rep 2015 No 48, Sch 1.28 [1].
Cl 12	Am 2015 No 48, Sch 1.28 [2].
Cl 19	Am 2011 (255), Sch 1 [1]; 2014 No 33, Sch 2.42.

CI 20	Am 2013 No 95, Sch 4.42 [1].
CI 22	Rep 2013 No 95, Sch 4.42 [2].
CII 31, 32	Ins 2013 (688), Sch 1.
Sch 1	Subst 2011 (255), Sch 1 [2]; 2012 (229), Sch 1. Am 2013 (286), Sch 1 [1] [2]; 2013 No 95, Sch 4.42 [3]–[5]. Subst 2014 (202), Sch 1; 2015 (265), Sch 1. Am 2015 No 67, Sch 1.16.
Sch 8	Am 2011 No 62, Sch 2.35.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: 16/SP73560

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/9/2021	9:27 AM	6	6/2/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NEWCASTLE PERMANENT BUILDING
SOCIETY LIMITED.

LAND

LOT 16 IN STRATA PLAN 73560
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ALISON GAYE BAXTER (T AN99110)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73560
2 AN99111 MORTGAGE TO NEWCASTLE PERMANENT BUILDING SOCIETY
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey (Reseller)
Ph. 1300 064 452 Fax.

FOLIO: CP/SP73560

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/9/2021	9:29 AM	4	6/2/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73560
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73560

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73560
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- BCS STRATA MANAGEMENT
LOWER GROUND LEVEL
323 CASTLEREAGH STREET
SYDNEY NSW 2000

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G356971 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN
THE TITLE DIAGRAM.
- 3 K861600 EASEMENT FOR DRAINAGE 0.915 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 A693846 RIGHT OF DRAINAGE 3.05 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1072692 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1072692 EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 2.05
METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED
IN THE TITLE DIAGRAM
- 7 SP73560 RESTRICTION(S) ON THE USE OF LAND
- 8 SP73560 POSITIVE COVENANT
- 9 DP1097924 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 AP41049 CONSOLIDATION OF REGISTERED BY-LAWS
- 11 AP41049 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

END OF PAGE 1 - CONTINUED OVER

345

PRINTED ON 20/9/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73560

PAGE 2

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

STRATA PLAN 73560

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 73560							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 37		2 - 33		3 - 34		4 - 27	
5 - 28		6 - 33		7 - 22		8 - 24	
9 - 37		10 - 28		11 - 28		12 - 23	
13 - 25		14 - 38		15 - 37		16 - 38	
17 - 33		18 - 22		19 - 38		20 - 40	
21 - 30		22 - 40		23 - 23		24 - 25	
25 - 33		26 - 46		27 - 48		28 - 46	
29 - 26		30 - 35		31 - 23			

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 20/09/2021 09:29:28

Scott Adams
Director

7. Brown
Katie Emma
Miller

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 8 Sheets

SP73560

MGA

SP 3021

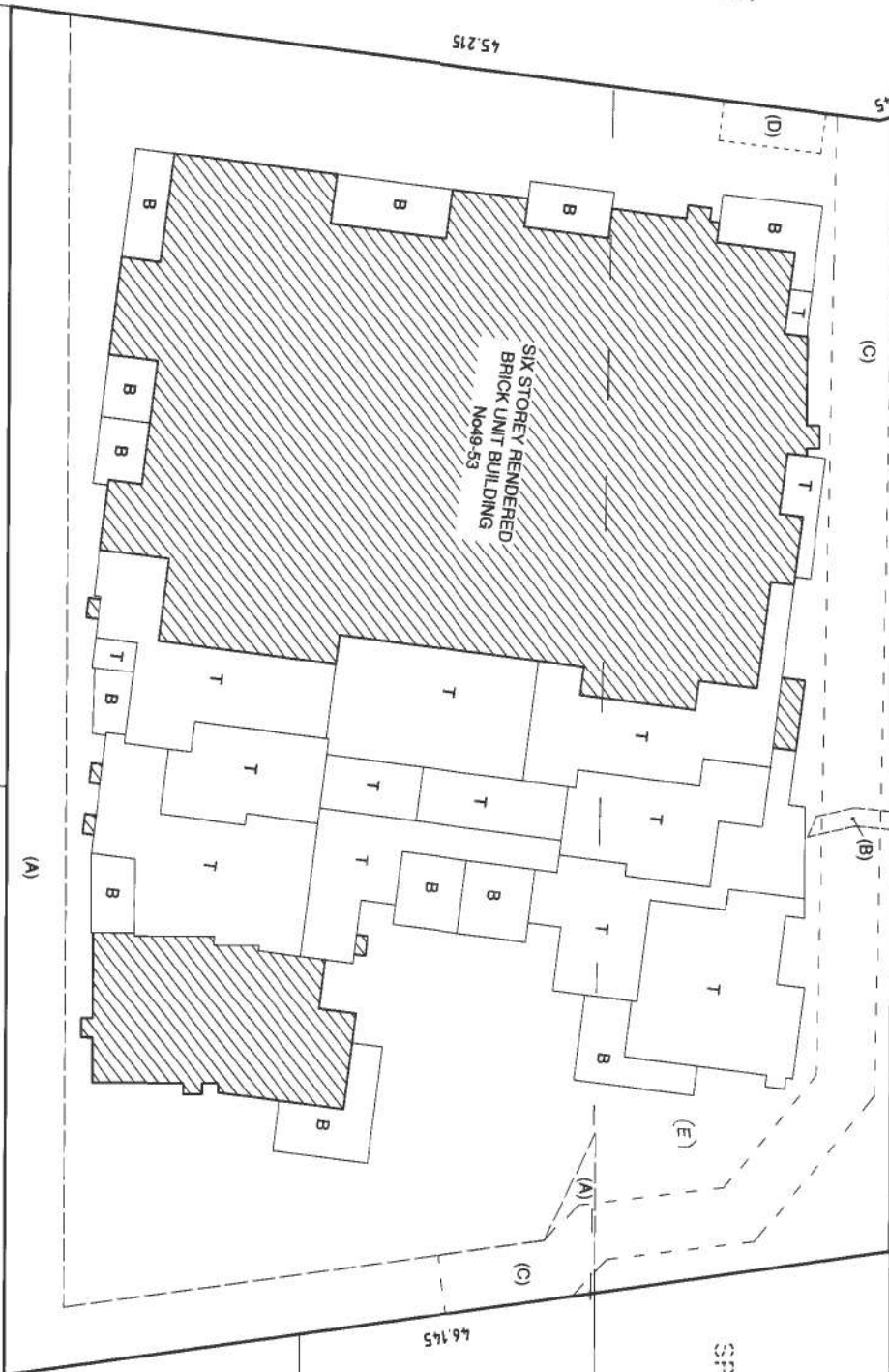
58.285

578.0

PARADE

45.215

DELMAR



SP 31945

SP 5092

DP 7002

(E) COVENANT - C 756971

SP 4926

SP 5077

70.18

76.535

CAREW ST

B denotes BALCONY
T denotes TERRACE

LOCATION PLAN

- (A) RIGHT OF DRAINAGE 3.05 WIDE (A693846)
- (B) EASEMENT FOR DRAINAGE 0.915 WIDE (K861600)
- (C) EASEMENT TO DRAIN WATER 3 WIDE (DP 1072692)
- (D) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES 2.05 WIDE (DP 1072692)

Reduction Ratio 1:250

Lengths are in metres



Richard S. .
Registered Surveyor

General Manager/Authorized Person/Accredited Certifier

SURVEYOR'S REFERENCE: 1699

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 8 Sheets

SP73560

MGA



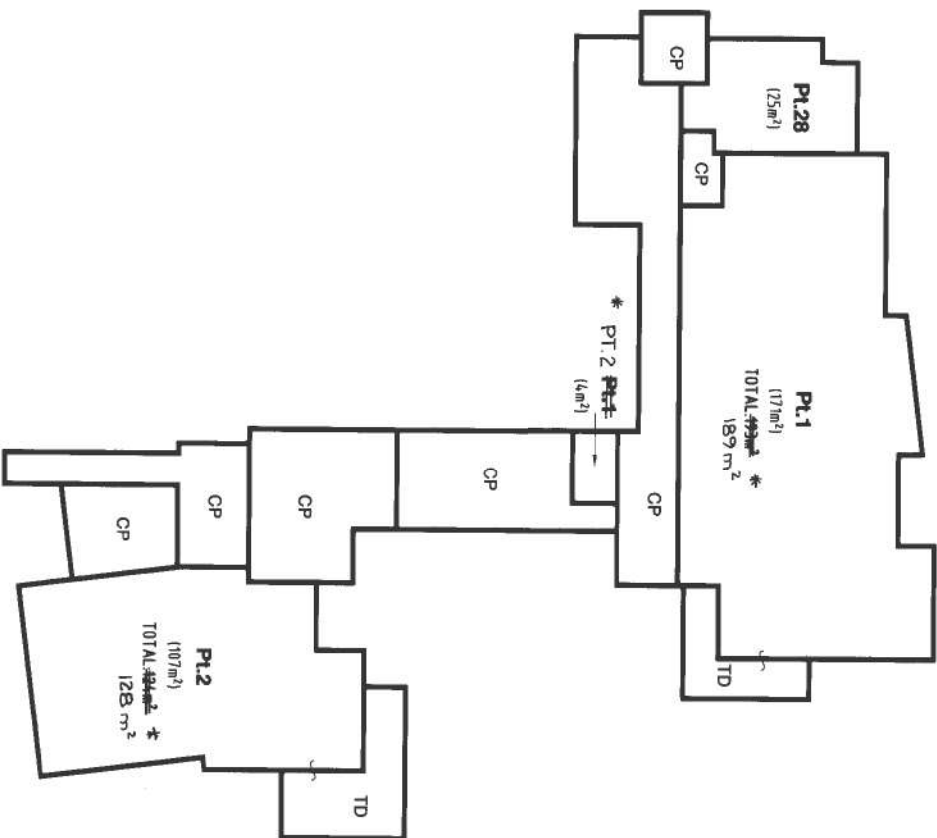
NOTES:-

1. WHERE NOT COVERED THE LIMIT OF THE STRATUM OF THE TIMBER DECK IS 25 ABOVE AND 0.5 BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJACENT UNIT.

2. AREAS ARE APPROXIMATE

CP denotes COMMON PROPERTY
TD denotes TIMBER DECK

FIRST FLOOR



Reduction Ratio 1:200

Lengths are in metres



Shamus S.
Registered Surveyor

General Manager / Authorised Person / Accredited Certifier

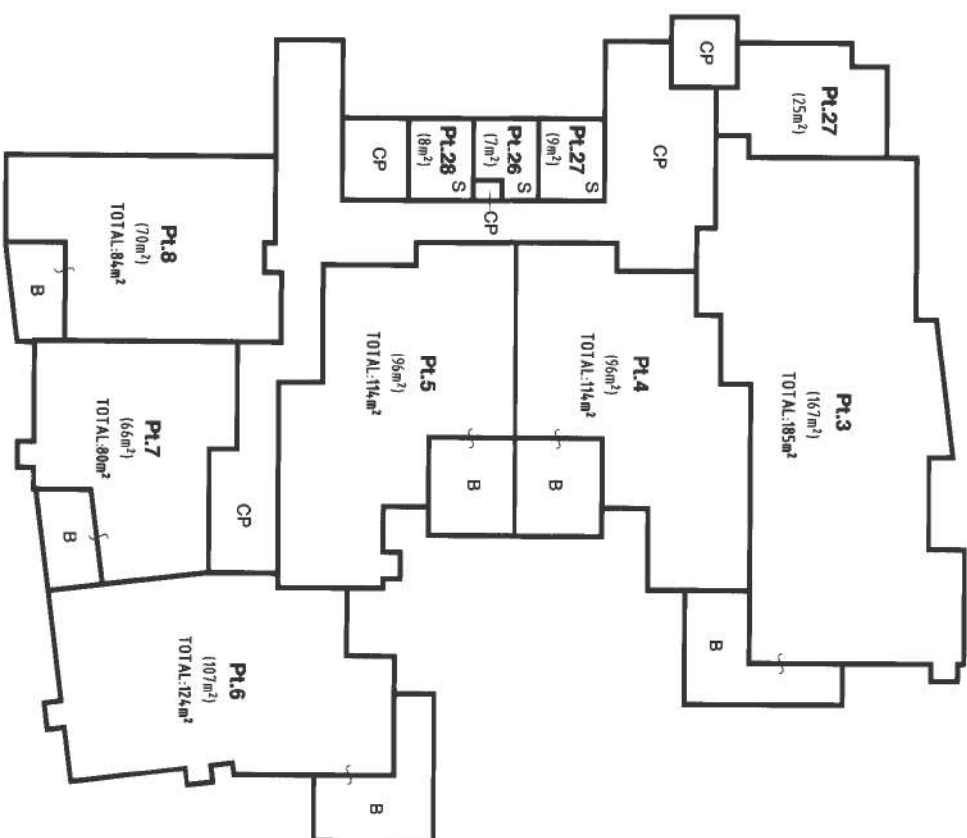
PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of 8 Sheets

MGA

SP73560



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
 2. AREAS ARE APPROXIMATE
- CP denotes COMMON PROPERTY
B denotes BALCONY
S denotes STORE ROOM

SECOND FLOOR

Reduction Ratio 1:200

Lengths are in metres



[Signature]
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 1699

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 8 Sheets

SP73560

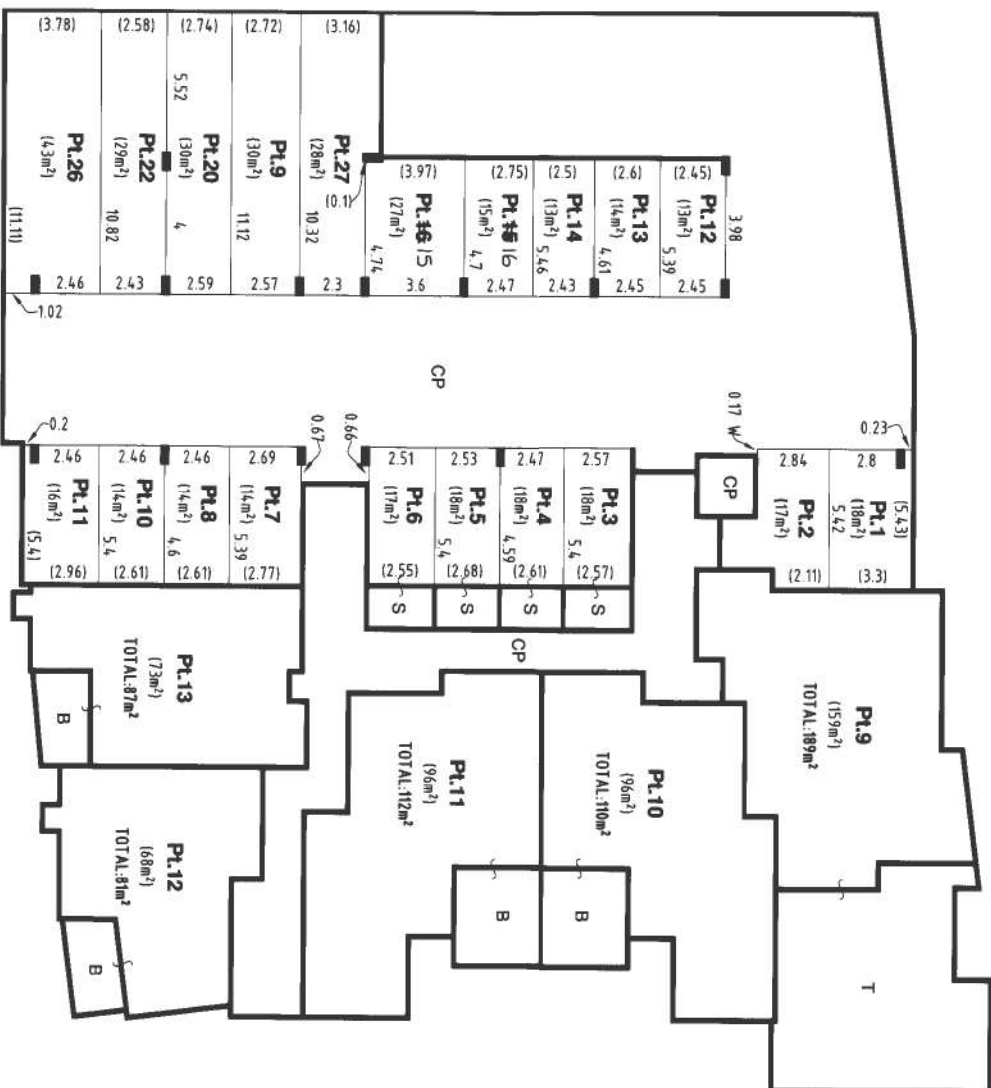
MGA

NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR

2. AREAS ARE APPROXIMATE

CP denotes COMMON PROPERTY
B denotes BALCONY
T denotes TERRACE
S denotes STORE ROOM
■ denotes FACE OF COLUMN
■ denotes CENTRELINE OF COLUMN
W denotes PROLONGATION OF WEST FACE OF WALL



THIRD FLOOR

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet No. 6 of 8 Sheets

SP73560



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR

2. AREAS ARE APPROXIMATE

CP denotes COMMON PROPERTY

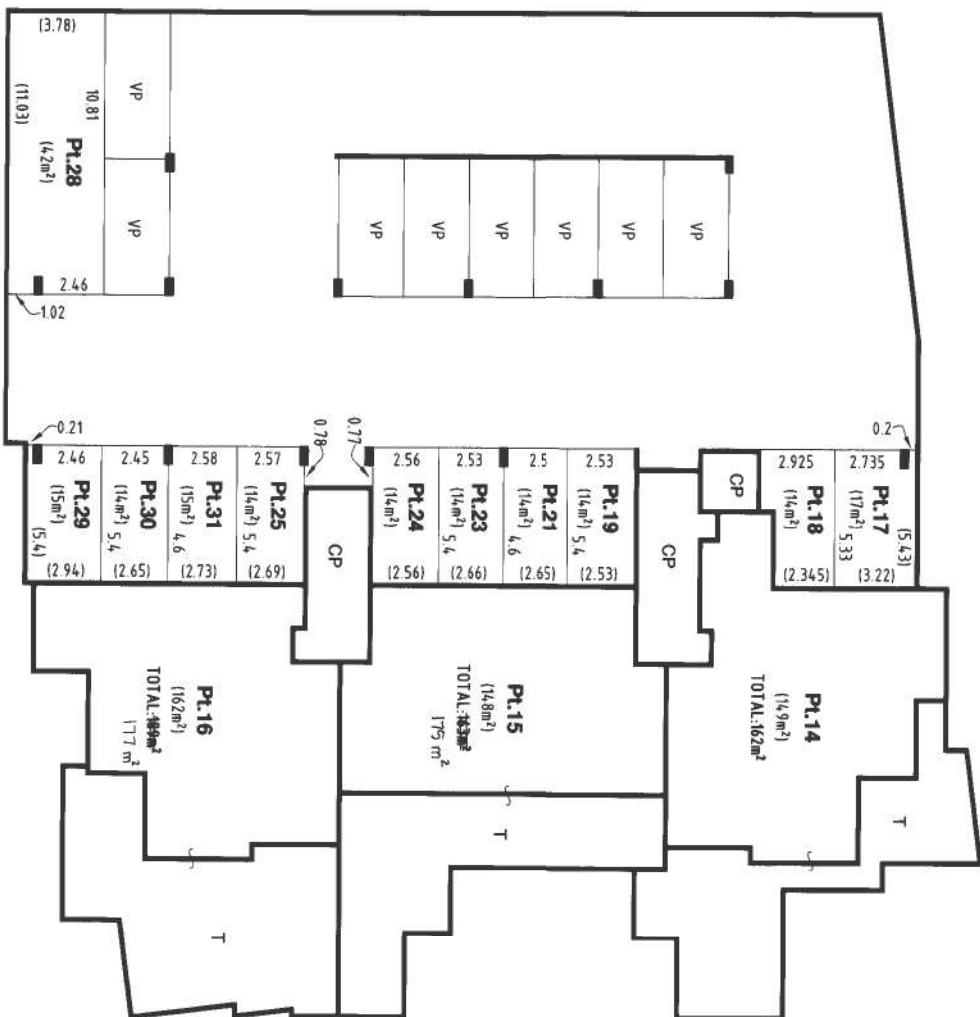
T denotes TERRACE

VP denotes VISITOR PARKING

denotes FACE OF COLUMN

denotes CENTRELINE OF COLUMN

FOURTH FLOOR



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 8 Sheets

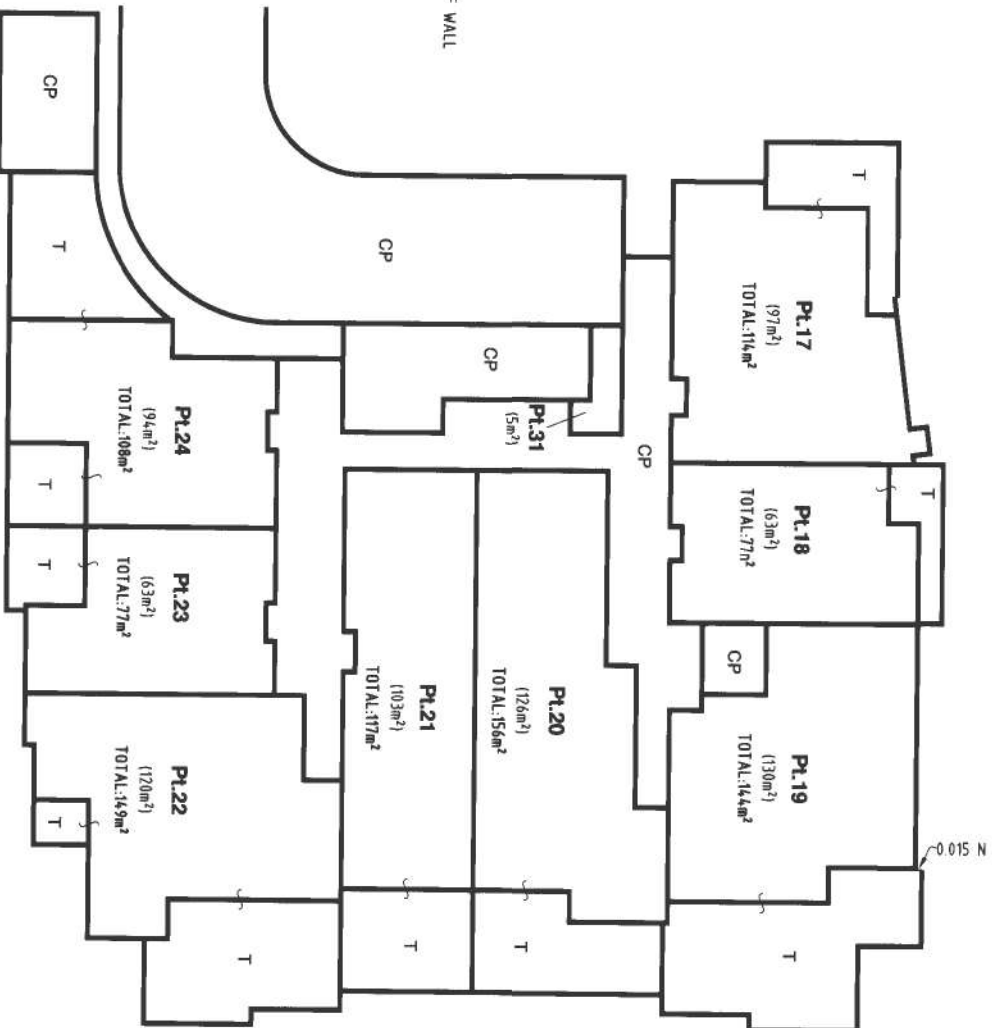
SP73560

MGA

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR

CP denotes COMMON PROPERTY
T denotes TERRACE

N denotes PROLONGATION OF NORTH FACE OF WALL



FIFTH FLOOR

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

General Manager/Authorised Person/Accredited Certifier



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

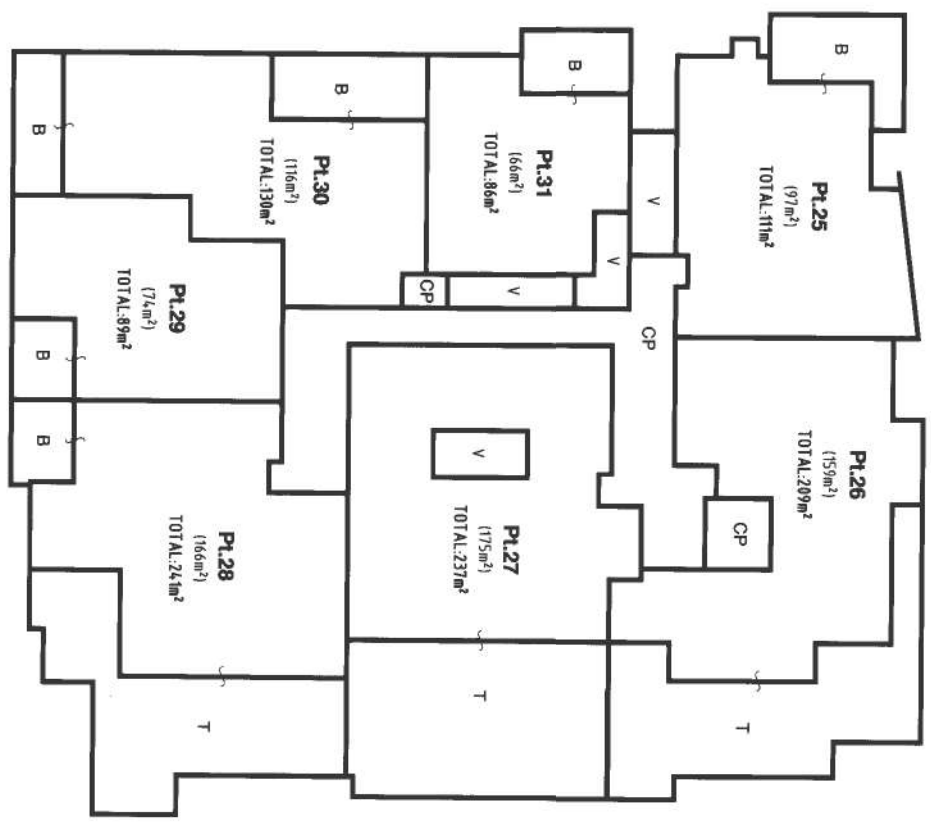
Sheet No. 8 of 8 Sheets

SP73560



NOTES:-

1. WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND TERRACE IS 2.5 ABOVE THE UPPER SURFACE OF ITS FLOOR
 2. AREAS ARE APPROXIMATE
- CP denotes COMMON PROPERTY
B denotes BALCONY
T denotes TERRACE
V denotes VOID



SIXTH FLOOR

Reduction Ratio 1:200

Lengths are in metres



[Signature]
Registered Surveyor

General Manager/Authorised Person/Accredited Certifier

SURVEYOR'S REFERENCE: 1699

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

(Sheet 1 of 4 sheets)

SP73560

Plan of subdivision of Lot 1 in D.P. 1072692
covered by Strata Certificate No.

Full name and address of the
owner of the land:

Tandi Properties Pty Ltd
26 Wilding Street
MARSFIELD NSW 2122

PART 1

No. of item shown in the intention panel on the plan	Identity of restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on use of land	CP	Warringah Council
2	Positive covenant	CP	Warringah Council

PART 2

Item 1. Terms of restriction on use numbered 1 in the plan

The registered proprietor covenants with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. CC03-019 (hereinafter called "the system").

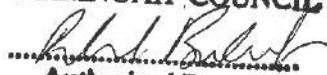
The registered proprietors covenant with the Warringah Council (Council) that they will not:

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

For the purposes of this covenant:

Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. CC03-019 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan of subdivision of Lot 1 in D.P. 1072692
covered by Strata Certificate No.

SP73560

PART 2

Item 2. Terms of positive covenant numbered 2 in the plan

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

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- IV. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
 - i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.
 - ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973**

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan of subdivision of Lot 1 in D.P. 1072692
covered by Strata Certificate No.

SP73560

PART 2

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

- V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purposes of this covenant:

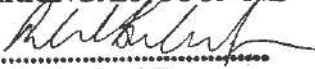
Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by the Council No. CC03-019 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release, vary or modify the restriction on use firstly referred to and positive covenant secondly referred to in the above mentioned plan

Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON USE AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 7 (3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan of subdivision of Lot 1 in D.P. 1072692
covered by Strata Certificate No.

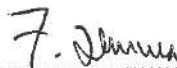
SP73560

PART 2

The common seal of Tandi Properties Pty Ltd ACN 097 419 657.
was hereunto affixed by authority
of the Board of Directors in
the presence of:



Director



Secretary

EXECUTED by GOWING BROS. LTD IN
ACCORDANCE WITH S127 CORPORATIONS
ACT 2001:

Consent of mortgagee

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY.
DEBBIE OGBORNE
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME


JS BYERS
SECRETARY
GOWING
DIRECTOR
Cameron Murphy
56 Pitt St, Sydney
WITNESS

Approved by Warringah Council

WARRINGAH COUNCIL



Authorised Person

Authorised Officer



R.P. 13.

No.

G 356971
400 24 12 14 1955

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:—

Lodgment

Endorsement

Certificate

£ s. d.

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(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin, and the writing should be clear and legible and in permanent black or blue-black non-fading ink.

a. A fee of 10 shillings only is payable for the preparation of the required certificate.

b. Full postal address of transferee must be shown.

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

d. 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.

e. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the residue of the land in certificate for 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.

f. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. 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. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

g. A very short note will suffice.

h. 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 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 back of form.

i. 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."

I, **THELMA NATALIE BURLEY** of **2 Carew Street Dee Why**, wife of **Mounted Master John Burley**

(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 **EIGHT HUNDRED AND FIFTY POUNDS**

(£ 850----) (the receipt whereof is hereby acknowledged) paid to me by

WILLIAM ARNOLD LYLE ARMSTRONG of **2 Oakes Avenue Eastwood, Builder**

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Whole	3691	224	

And the transferee covenants with the transferor that no fence shall be erected on the land hereby transferred so as to divide it from the adjoining lot 25 of the transferor and her husband without the consent of the transferor and her husband PROVIDED ALWAYS that such consent shall not be withheld if any such fence is erected without expense to the transferor and her husband and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and PROVIDED FURTHER that this covenant shall only enure for as long as such land adjoining the land hereby transferred shall be owned by the transferor and her husband their executors administrators and assigns other than purchasers on sale AND it is hereby declared: (a) That the land subject to the burden of the abovementioned covenant is the land hereby transferred; (b) That the land to which the benefit of the said covenant is intended to be appurtenant is Lot 28 of Section D in Deposited Plan No. 8270 and (c) That the persons by whom the said covenant may be released varied or modified are the transferor and her husband their executors administrators and assigns other than purchasers on sale.

ENCUMBRANCES, &c., REFERRED TO*

Reservations of all mines of gold and of silver.

Easement for drainage over the police of land 10 feet wide and coloured blue on the said Certificate of Title.

Signed at **Sydney** the **22nd** day of **August** 19**55**

Signed in my presence by the transferor
THELMA NATALIE BURLEY
WHO IS PERSONALLY KNOWN TO ME

[Signature]

Signed

[Signature]

[Signature]
Transferor.*

Signed in my presence by the transferee
WILLIAM ARNOLD LYLE ARMSTRONG
WHO IS PERSONALLY KNOWN TO ME

[Signature]

[Signature]
Transferee(s).

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

* 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 back of form signed by the attorney before a witness.

† N.B.—Section 127 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 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.

G 356971

LODGED BY TRESS COCKS & MADDOX

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

117 Pitt Street, Sydney.

I,

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

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .
Signed in my presence by

who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .
Signed in the presence of—

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
		1. 3691/224 Received Docs.
		2. Nos.
Checked by	Particulars entered in Register Book, Volume 3691 Folio 224	3.
Passed (in S.D.B.) by		4.
		5. Receiving Clerk.
		6.
		7.
Signed by	the 24th day of August 1925 at 14 minutes past 12 o'clock in the afternoon Registrar-General	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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.

K 1105 91 457—W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for 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:—Upon lodgment (a) 5/- to 10/-, if accompanied by the relevant title or evidence of production thereof, (b) 5/- to 15/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 5/- for each new Certificate of Title issued, (e) 10/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds fifteen folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

AK 861600

R.P. 13

Fees:—



(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 consideration monies.

c Show in BLOCK LETTERS the full name, postal address and description of the person taking.

d If more than one person is taking state whether they hold as joint tenants or tenants in common.

The description may refer to the defined residue of the land in a certificate or grant (e.g., "and being residue after Transfer No. ...") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g., "and being lot ... D.P. ..."). Unless authorized by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

f A very short note will suffice.

Exemption in New South
Wales may be proved in this
instrument by a signed and
acknowledged before the
Registrar General, or Deputy
Registrar General, or a
Notary Public, a J.P., or a
Commissioner for Affidavits,
to whom the Transferor is
known, otherwise the attest-
ing witnesses should appear
before one of the above
functionaries who may be
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 160 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1893.

h Repeat attestation if necessary.

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

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)

I, WILLIAM ARNOLD LYLE ARMSTRONG of Dee Why (formerly of
Marriewood,) Builder

(herein called transferor /

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

(THE DOLLAR)

(The receipt and proof is hereby acknowledged) paid to me by

3. CHALLAN DISCOUNTS PTY. LIMITED

do hereby transfer to

LEONELLAR DEVELOPMENTS PTY. LIMITED being a Company duly incorporated under the provisions of the Companies Act of New South Wales and having its registered office at 25 Lismore Avenue, New City (herein called transferee)^s

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) ^a
		Whole or Part	Vol.	Fol.	
GREENLAND	MANLY COVE	PART	3691	224	An easement to drain storm water as appurtenant to Lot B in Plan lodged with Transfer No. F.758411 and being comprised in Certificate of Title registered Volume 7453 Fol. 18, shown as site of the proposed road on the plan shown hereto and

annexed hereto and
marked with the letter

ENCUMBRANCES, &c., REFERRED TO

C920905- Mortgage to Rural Bank of New South Wales.
Reservations of all mines of gold and of silver.
Easement for drainage over piece of land 10' wide.
C356971 - Covenant contained in transfer.

Signed at Windsor the 7th day of November, 1967

* Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

^b Signed

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Solicitor / for Transfer(s)
Whose signature cannot be obtained
without difficulty & delay.

* 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.

§ 1.01 - 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; 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 alterations should be made by emendure. 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.

SL 437—YV K 1165 V. C. N. Blight, Government Engineer

THIS SPACE TO BE LEFT FREE FROM NOTATION

16357MB

• **WATER**

76 208

No. **K 861600**

Lodged by *John Williams*

PARTIAL DISCHARGE OF MORTGAGE
(N.B.—Before execution read marginal note)

Address: *1/11 ...*
Phone No.: *...*

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the land in mortgage.

Dated at *...* this *...* day of *...* 19 *...*
Signed in my presence by *...*

who is personally known to me. *...* Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

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

Signed at *...* the *...* day of *...*, 19 *...*
Signed in the presence of— *...*

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^k

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

^k To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER ^h	DOCUMENTS LODGED HEREWITH
<i>...</i>	<i>...</i>	To be filled in by person lodging dealing
Checked by <i>...</i>	Particulars entered in Register Book, <i>...</i>	1. <i>...</i> Received Docs.
Passed (in S.D.B.) by <i>...</i>	<i>...</i> 13.12.1967	2. <i>...</i> Nos.
Signed by <i>...</i>	at <i>...</i> 10 A.M.	3. <i>...</i>
	<i>...</i> Registrar General	4. <i>...</i> Receiving Clerk
		5. <i>...</i>
		6. <i>...</i>
		7. <i>...</i>

PROGRESS RECORD	
Initials	Date
Sent to Survey Branch	
Received from Records	
Draft written	
Draft examined	
Diagram prepared	
Diagram examined	
Draft forwarded	
Supt. of Engravers	
Cancellation Clerk	
Vol.	For.

Form 1

"A"

OFFICE USE ONLY

PLAN OF SITE OF PROPOSED DRAINAGE
EASEMENT 3' WIDE WITHIN LOT 26, SEC. D,
D.P. 8270 (C.T.V. 3691 F:224.)

K861600

Mun./Shire/City... Warringah

Town or Locality... Dee Why

Parish... Manly Cove

County... Cumberland

Scale: 30 feet to 1 inch.

Registered:

C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:

M. M.

F758411.

B.

D. P.

26.

8270

27.

26.

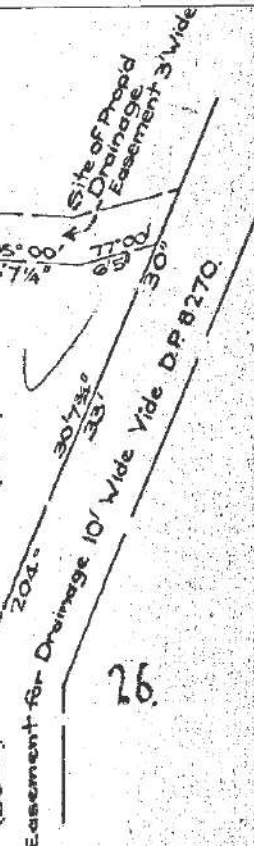


Diagram
Not to Scale

Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user.

It is intended to create a drainage easement 3' wide over that part of lot 26 so noted on the plan in favour of lot B in plan annexed to Instrument of Transfer No F758411.

This is the annexure marked "A" mentioned and referred to in Memorandum of Transfer between William Arnold Lyle Armstrong and Mackellar Development Pty. Limited and dated the 7th day of November, 1967.

I, Richard Stephen Lovegrove, 43 Prince Charles Rd, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey regulated by this plan has been made in accordance with the Surveyors Act, 1929, as amended, and has been made by me (or under my supervision) in accordance with the Surveyors Act, 1929, as amended, and has been made by me (or under my supervision) in accordance with the Surveyors Act, 1929, as amended.

Signature: *Richard Stephen Lovegrove*
Surveyor Registered under Surveyors Act, 1929, as amended.
* Strike out either (1) or (2). * Insert date of survey.

Council Clerk's Certificate.
I hereby certify that—
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
(b) the requirements of Section 348 of the Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended,
have been complied with by the applicant in relation to the proposed
(insert "new road" or "subdivision") set out herein.
Subdivision No.
Date:
(Signature) Council Clerk.

* NOTE.—This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board.

FEE:-

Transfer.....
Endorsement.....
Certificate.....

FEE SIMPLE

1. Name, residence, occupation, or other designation, in full of transferor.

A693846

2. If a less estate, strike out "in fee simple," and indicate the required alteration.
3. All subsisting encumbrances must be noted hereon. (See page 2.)
4. If the consideration be not pecuniary, state its nature concisely.

I, GEORGE WHEELER lately of Greenwell Point

Shoalhaven but now of Deewhy Farmer

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 by memorandum underwritten or endorsed hereon, in consideration of One hundred and twenty five pounds

(£ 125)

5. Name, residence, occupation, or other designation, in full of transferee.

paid to me by Harold Paul of Bathurst Auctioneer

If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Harold Paul

7. Area in acres, rods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containings

8. Parish or town and county.

situate in the Parish of Manly Cove County of Cumberland

9. "The whole" or "part," as the case may be.

being part of the land comprised in Certificate of Title

10. "Cross point," or "Certificate of Title."

11. Name of the last proprietor.

dated 6th March 1920 registered volume No.3028 folio 230

being lots 27 and 28 of section D on deposited Plan No.8270. Reserving

And also in the pieces of land as follows:
thereout to give to said George Wheeler the drainage easement benefit in the water on the said deposited plan.

These rules must be signed by the parties and their signatures witnessed. There shall also be set forth any right-of-way or easement, or exception, if there be any such not fully described either in the plan or in the description or memorandum of encumbrances.

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

The form when filled in shall be submitted to the Registrar-General for his signature. The words signed should be written in full in the margin of the form.

[Price, 6d.]

[Rule up all blanks before signing.]

For check of description
For price of land
Superseding Surveyor's Report

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

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

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer 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."

Repeat attestation for additional parties if required.
Such

In witness whereof, I have hereunto subscribed my name, at *Sydney*
the *Twenty fifth* day of *April* in the year
of our Lord one thousand nine hundred and *twenty one*

Signed in my presence by the said

George Wheeler

WHO IS PERSONALLY KNOWN TO ME

Signed^a

Arthur R. Hughes
John C. Hughes

George Wheeler
Transferrer.*

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

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

For the signature of the Transferor hereto an ordinary attestation is sufficient, unless the instrument contains some special covenant by the Transferor, his signature will be disposed with in case where it is established that it cannot be proved without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be attested.

Signed in my presence by the said

Harold Paul
WHO IS PERSONALLY KNOWN TO ME

Alfred Thompson
Solicitor
Barthol

Harold Paul
Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "e" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- e 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.
- r Name of witness and residence.
- s Name of Transferor.
- t Name of Transferor.

Registrar-General, Deputy, Notary-Public, J.P., or Commissioner for Affidavits.

A693846 Memorandum of Transfer of

Lodged by

1/5. 39 1/2 per.
Lots 27 & 28 Sec. D D.P. 8270
Shirley Warrington
P.L. Manly Cove.

(Name)

(Address)



Reserv. right of drainage

Transferor.

Harold Paul

Transferee.

Particulars entered in the Register Book, Vol.

2061 Folio 230.

the 26th day of May, 1921,
at ~~minutes~~ 2 o'clock
in the afternoon.

Registrar General.

Accepted

	DATE	
SENT TO SURVEY BRANCH	18/5/21	
RECEIVED FROM RECORDS		
DRAFT WRITTEN	19/5/21	
DRAFT EXAMINED		
DIAGRAM COMPLETE	13.5.21	
DIAGRAM EXAMINED	24.5.21	
DRAFT FORWARDED	20	
RETD. TO RECORDS (REQUIRE)		
RETURNED FROM RECORDS		
CERTIFICATE ENCROSSED	81	
SUPT. OF ENCROSSERS	102	
DEP. REGISTRAR GENERAL		
VOL.	3191	FOL. 119

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

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

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 4 sheets)

DP1072692

Plan of Consolidation of Lots 26,27 and 28 of
Section D in D.P. 8270

**Full name and address of the
owner of the land:**

Tandi Properties Pty Limited
26 Wilding Street
MARSFIELD NSW 2122

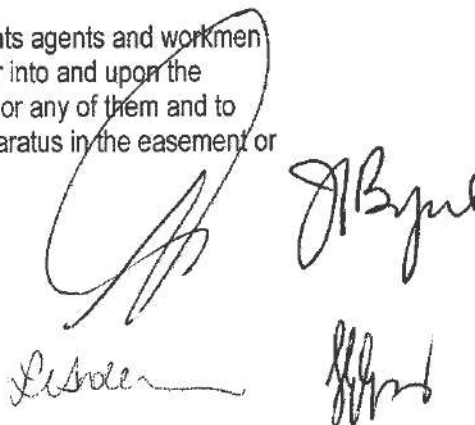
PART 1

No. of item shown in the intention panel on the plan	Identity of easement to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to drain water 3 wide	1	Warringah Council
2	Easement for electricity substation purposes 2.05 wide	1	Energy Australia

PART 2

Terms of easement secondly referred to in the above mentioned plan

- 1 Full right leave liberty and licence over that part of the lot burdened (herein after referred to as the said land) for Energy Australia its agents servants and workmen to:
 - 1.1 erect construct and place repair renew inspect maintain and remove electricity substation premises; and
 - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission electric current and for purposes incidental thereto through under and over the the said land; and also
 - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.
- 2 TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the easement or any part thereof.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan of Consolidation of Lots 26,27 and 28 of
Section D in D.P. 8270

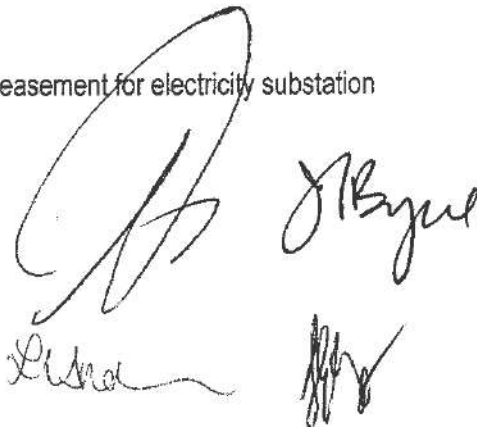
DP1072692

PART 2

- 3 AND TOGETHER WITH full right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 4 PROVIDED THAT except where Energy Australia in the course of exercising its right hereunder removes damages breaks down or destroys any existing fence or fences on the said land Energy Australia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 5 AND the registered proprietor of the lot burdened covenants with Energy Australia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said registered proprietor will forthwith pay the cost to Energy Australia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 6 AND Energy Australia hereby covenants with the registered proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under Energy Australia and that Energy Australia will at its own costs and charge pay for all damage and injury arising to the registered proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 7 AND FURTHER the registered proprietor of the lot burdened covenants with Energy Australia that it will not without the consent of Energy Australia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on or above or below the said land.

Name of authority empowered to release, vary or modify the easement for electricity substation purposes secondly referred to in the above mentioned plan

Energy Australia



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 4 sheets)

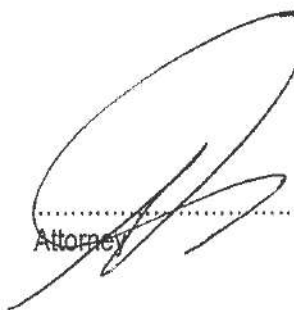
Plan:


Plan of Consolidation of Lots 26,27 and 28 of
Section D in D.P. 8270

DP1072692

PART 2

SIGNED SEALED AND DELIVERED for)
And on behalf of **ENERGY AUSTRALIA** by)
~~GRANT KENNETH GREENE-SMITH~~)
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4368
No. 61 in the presence of:



.....
Attorney


.....
Witness

LISA ANDERSON
.....
Name of Witness

570 GEORGE ST, SYDNEY
.....
Address

*Executed by Gowing Bros Ltd
in accordance with s127
of the Corporations Law*


J. S. BYERS
SECRETARY


J E GOWING
DIRECTOR

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan:

Plan of Consolidation of Lots 26,27 and 28 of
Section D in D.P. 8270

PART 2

DP1072692

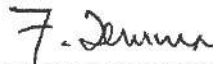
The common seal of Tandi Properties Pty Limited
was hereunto affixed by authority
of the Board of Directors in
the presence of:

ACN 097 419 657
^

Executed by Tandi Properties PLC pursuant
to Section 127 of Corporations Law



Director Scott Thomas

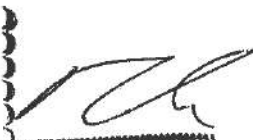


Secretary Frank Iemma

**SUNCORP-METWAY Ltd ACN
010 831 722 BY ITS ATTORNEY**

MARIO MATOSO CALENE

**WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 572 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION
SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME**



WITNESS

Laraine Bell
Level 2
56 Pitt St
Sydney

Consent of mortgagee

REGISTERED



6 31.8.2004

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

Sheet 1 of Sheets 4

DP1097924

Plan of Consolidation of Lot A in DP 348954 & Lot 21
in DP 7002 covered by Council's Certificate No 2002/0658

Full name and address of
Proprietors of the land

Flinjade Pty Limited in 25/100 share
Paul Ramsay Holdings Pty Limited in 50/100
Mour Pty Limited in 25/100 as tenants in common
Suite 4/ 9 Foamcrest Avenue
NEWPORT BEACH.NSW.2106

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

Easement to Drain Water 3 WIDE & VARIABLE
WIDTH

Lots burdened

Schedules of Lots, etc.affected

Lots, name of road or authority benefited

Lot 1

Lot 1 in DP 1072692
now CP/SP 73560

2. Identity of the Easement secondly referred
to in the above mentioned plan

Easement for Electricity Substation Purposes 3.05 WIDE

Lots burdened

Schedules of Lots, etc.affected

Lots, name of road or authority benefited

Lot 1

Energy Australia

PART 2

1.TERMS OF EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

1.1 Full right leave liberty licence for Energy Australia its agents servants and workman over the part
of the lot burdened (herein referred to as the easement) to:

- 1.1.1 install erect construct dismantle and place repair replace renew inspect
maintain and remove electricity conductors wire cables transformers and
other equipment for the transmission or storage of electric current or for
associated purposes and carry out such construction work as to effectively
establish a substation for the supply and/or distribution of electricity and also
- 1.1.2 the free and uninterrupted passage of electricity and apparatus thereto
appertaining under the easement and the said electric mains when
constructed

SIGNED FOR AND ON BEHALF OF
Flinjade Pty Limited
Paul Ramsay Pty Limited
Mour Pty Limited

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

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

Sheet 2 of Sheets 4

Length in metres

Lot A in DP 348954 & Lot 21
Council's Certificate No 2002/0658

DP1097924

Plan of Consolidation of L
in DP 7002 covered by Co

and workmen either with or
l descriptions to enter into and
any of them and to make all
nt or part thereof.

1.2 TOGETHER WITH power for Energy Australia its servants agents
without vehicles tolls materials plant and other apparatus and of al
upon the easement or any part thereof for the purpose aforesaid or
necessary excavations for cables and other apparatus in the easeme

and trim tree roots branches or
overhang or encroach on or are

1.3 AND TOGETHER WITH full right leave liberty and licence to cut
other growths and foliage which now or at any time hereafter may
now growing or may grow in or on the easement

servants agents or workmen in
ks down or destroys any existing
r any obligation or in any way
ndaries or any other part or parts

1.4. PROVIDED THAT that except where Energy Australia its officers
the course of exercising its rights hereunder removes damages brea
fence or fences on the easement Energy Australia shall not be unde
be bound to erect place or maintain any fence or fences on the bou
of the easement

Energy Australia that it will not
re or damage the said
current under the easement
made the said registered
Australia of property
age and restoring the free

1.5 AND the registered proprietor of the lot burdened covenants with E
do or knowingly suffer to be done any act or thing which may injur
cables and other apparatus or interfere with the free flow of electric
AND that if any such damage or injury be done or interference be n
proprietor of the lot burdened will forthwith pay the cost to Energy
and substantially repairing and making good all such injury or dama
flow of electric current as aforesaid.

or of the lot burdened
any and all loss and
electric current or cables and
ts hereby created by any
Australia and that Energy
ry arising to the registered
evidence of any breach or non

1.6 And Energy Australia hereby covenants with the registered proprie
that it will save harmless and indemnify it or them from and against
damage who so ever occasioned by the negligent use or abuse of ele
other apparatus for the transmission of electric current or of the right
person or persons employed by or acting or claiming under Energy /
Australia will at its own cost and charge pay for all damage and inju
Proprietor of the lot burdened or to any person or persons in consequ
-observance of this covenant.

ants with Energy Australia
it to be altered the existing
mit to be erected any

1.7 AND FURTHER the registered proprietor of the lot burdened coven
that it will not without the consent of Energy Australia alter or perm
levels of the easement nor will it without the like consent erect or pe
structure on above or below the easement.

OR AND ON BEHALF OF
AUSTRALIA

SIGNED FOR AND ON BEHALF OF
Flinjade Pty Limited
Paul Ramsay Pty Limited
Maur Pty Limited

SIGNED FOR
ENERGY A

DP1097924

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

Length in metres

Sheet 3 of Sheets 4

PLAN

Plan of Consolidation of Lot A in DP 348954 & Lot 21
in DP 7002 covered by Council's Certificate No 2002/0658

Name of Authority Empowered to Release, Vary or Modify Easements, Fully Referred to in the Plan.

ENERGY AUSTRALIA

SIGNED in my presence by:

Secondly

Warwick Weekley
Warwick Weekley

Who is personally known to me:

Witness

Name of Witness (Please Print)

SIGNED SEALED AND DELIVERED for
and on behalf of ENERGY AUSTRALIA by
its duly constituted Attorney pursuant to
Power of Attorney registered Book 4476 No 983

[Signature]
Attorney

GRANT KENNETH GREENE-SMITH

Witness

DATED this 12th day of APRIL 2006

SIGNED in my presence by
Flinjade Pty Limited
ACN 086 320 210

[Signature]
SECRETARY Who is personally known to me DIRECTOR

Witness

Sinead Harmon

Name of Witness (Please print)

SIGNED FOR AND ON BEHALF OF
Flinjade Pty Limited
Paul Ramsay Pty Limited
Mour Pty Limited

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

DP1097924

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

Length in metres

Sheet 4 of Sheets 4

PLAN

Plan of Consolidation of Lot A in DP 348954 & Lot 21
in DP 7002 covered by Council's Certificate No 2002/0658

DATED this 12th day of APRIL

2006

SIGNED in my presence by
Paul Ramsay Pty Limited

MICHAEL GIDDIS

Who is personally known to me

Sinead Harmon

Witness

Sinead Harmon

Name of Witness (Please print)

DATED this 12th day of APRIL

2006

SIGNED in my presence by
Mour Pty Limited
ACN 110 529 792

Who is personally known to me

Sinead Harmon

Witness

Sinead Harmon

Name of Witness (Please print)

SIGNED FOR AND ON BEHALF OF
Flinjade Pty Limited
Paul Ramsay Pty Limited
Mour Pty Limited

SIGNED FOR AND ON BEHALF OF
ENERGY AUSTRALIA

REGISTERED



10.6.2006

Form: 1SCH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP41049K

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/SP73560				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bannermans Lawyers PO Box 514 NORTH SYDNEY NSW 2059 <i>(02) 9929 0226</i> Reference: SP73560:KT:#5191</td></tr></table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Bannermans Lawyers PO Box 514 NORTH SYDNEY NSW 2059 <i>(02) 9929 0226</i> Reference: SP73560:KT:#5191	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Bannermans Lawyers PO Box 514 NORTH SYDNEY NSW 2059 <i>(02) 9929 0226</i> Reference: SP73560:KT:#5191				
CODE CH					

- (C) The Owners-Strata Plan No. 73560 certify that a special resolution was passed on 6/12/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-law 3
Amended by-law No. NOT APPLICABLE
as fully set out below:
Refer Annexure A

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

- (G) The seal of The Owners-Strata Plan No. 73560 was affixed on _____ in the presence of
the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: Refer Annexure A

Signature:

Name:

Authority: Refer Annexure A

Q. Miller

**THIS IS ANNEXURE "A" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP73560**

The By-laws for SP73560 are added to as follows:

Special By-law 3

Empowering by-law – Delegation Minor Renovations

**PART 1
DEFINITIONS & INTERPRETATION**

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the Strata Schemes Management Act 2015, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the Strata Schemes Management Act 2015 and regulation 28 of the Strata Schemes Management Regulation 2016 as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the Strata Schemes Management Act 2015.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73560.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the Strata Schemes Management Act 2015.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 2
GRANT OF RIGHTS**

- 2.1 In addition to its powers under the Strata Schemes Management Act 2015, the Strata Committee shall have the power to exercise the Delegated Functions.**

**THIS IS ANNEXURE "B" REFERRED TO IN CONSOLIDATION/CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP73560**

**Consolidated List of By-laws for SP73560
49-53 Delmar Parade, DEE WHY NSW 2099**

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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.

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.

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

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.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

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

16 Keeping of animals

Option A

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) 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.

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Special By-law 1

1. DEFINITIONS

The following terms are identified to mean:

"Lot" means any Lot in Strata Plan 73560.

"Owner" means the Owner or Owners for the time being of a Lot in Strata Plan 73560.

"Works" means:

- (a) the installation of a non ducted air conditioning condenser unit on the balcony of a Lot (or, if applicable, upon the roof above a Lot);
- (b) the installation of a retractable clothes line affixed to the wall(s) of a balcony of a Lot; and
- (c) the placing of a covering over the aesthetic steel structure attached to a Lot and/or the installation of an awning upon or over a Lot balcony.

"Owners Corporation" means The Owners Strata Plan No. 73560.

Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those words are attributed under that Act.

2. RIGHTS

Subject to the following conditions, an Owner shall be entitled, at their own expense, to carry out Works and maintain and use the Works but strictly and only upon the terms of this By-Law.

3. CONDITIONS

(a) APPROVALS

Prior to undertaking any Works an Owner must seek and obtain the written consent and approval of the Owners Corporation and, in so doing, an Owner must provide the Owners Corporation:

- (i) satisfactory evidence of approval by Warringah Council ("the **Council**"), if lawfully required, and any other competent authority in respect of the relevant Works to be effected;
- (ii) if required by the Owners Corporation, evidence from a qualified engineer certifying to the effect that the Works will not affect the structural integrity of the building or any part of the common property;
- (iii) details indicating the impact of the Works upon the amenity of the building and its appearance from the street;
- (iv) if required by the Owners Corporation, evidence from any qualified third person or consultant certifying to the effect that the Works will not affect the integrity or operation of any electrical, water, sewerage, drainage or other service to the building or any part of the common property; and
- (v) written documentation, specifications and plans precisely detailing:
 - (i) the proposed location, nature and scope of the Works;

- (ii) the proposed manner of installation and construction of the Works;
and
- (iii) the nature, type and specifications of the materials to be used as part of the Works and the manner by (and location at) which the Works will be installed, performed or constructed,

PROVIDED THAT despite any other provision of this by-law, the Owners Corporation may, in its absolute and unfettered discretion, refuse to grant approval to any proposed Works on any grounds including, without limitation, a failure to comply with any provision of this by-law.

(b) PERFORMANCE OF THE WORKS

Upon the carrying out of any Works approved by the Owners Corporation pursuant to this By-Law the Owner must at its expense:

- (i) protect all areas of the building and common property from damage when carrying out the Works and resulting from the Works once installed or constructed;
- (ii) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the owners corporation,
- (iii) protect all affected areas of the building and common property from damage (and dust) caused by the Works or the transportation of construction materials, equipment and debris;
- (iv) not store any construction materials, equipment or debris upon any part of the common property;
- (v) keep all areas of the building outside their lot clean and tidy when carrying out the Works;
- (vi) only perform the Works at the times approved by the owners corporation;
- (vii) not create noise or vibrations that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (viii) not inhibit the free use and enjoyment of another Lot or the common property by other Owners;
- (ix) remove all debris resulting from the Works immediately from the lot and common property; and
- (x) comply with the reasonable requirements and directions of the Owners Corporation to comply with this or any other by-laws concerning the carrying out of the Works.

(c) MAINTENANCE

The Owner shall be responsible for the maintenance, upkeep and -whenever necessary- renewal or replacement of those parts of the common property the subject of this by-law. The Owner must properly maintain and keep the Works and any common property to which the Works are erected or attached in a state of good and serviceable repair. This responsibility includes, without limitation, maintaining the

base, surrounds and fabric of the Works so as to ensure that the Owners and Occupiers of other Lots do not experience any effects of water overflow or leakage, or water damage resulting from the Works and/or the use and operation of the Works.

(d) **COST OF THE WORKS**

The Works will be carried out (and the resulting Works structure(s) maintained) at the cost of the Owner.

(e) **LICENSED CONTRACTOR**

The Works shall be performed and maintained by the Owner at its expense:

- (i) in accordance with the Law and all applicable Australian Standards;
- (ii) in a proper and workmanlike manner and by duly licensed contractors; and
- (ii) in accordance with the drawings and specifications approved by:
 - (a) the local council (if the Works are of a nature that requires development consent from the local council);
 - (b) lawfully qualified and licensed tradesmen;
 - (c) all other applicable regulatory authorities; and
 - (d) the Owners Corporation.

(f) **INSURANCE**

Prior to carrying out any Works an Owner must:

- (i) effect and maintain contractors all works insurance, insurance required under the Home Building Act 1989 (if applicable), workers compensation insurance and public liability insurance in the amount of \$10,000,000 in the joint names of the Owner and owners corporation; and
- (ii) provide to the Owners Corporation written certification from the insurer pursuant to any insurance policy effected by the owners Corporation pursuant to s.83 of the Strata Schemes Management Act 1996 stating to the effect that the Works will not adversely affect that policy of insurance or the cost of any premium for such insurance.

(g) **CERTIFICATION**

The Owner must obtain certification for the Works upon completion of the Works from the engineer nominated by the Owners Corporation and or any relevant authority (including Council) if lawfully required or otherwise if considered necessary by the Owners Corporation.

(h) **RIGHT TO REMEDY DEFAULT**

If the Owner fails to comply with any obligation under this by-law then the Owners Corporation may:

- (i) carry out all work necessary to perform its obligation;
- (ii) enter upon any part of the lot to carry out that work; and

- (iii) recover the costs of carrying out that work from the defaulting Owner.

(i) INDEMNITY

The Owner must indemnify the Owners Corporation from and against any loss or damage the Owners Corporation suffers, including liability under section 65(6) in respect of any property of the Owner as a result of the use, performance, maintenance or replacement of the Works and the Works and/or for all costs of considering and approving the Works or obtaining certification of the Works incurred by the owners corporation (including legal costs) and will pay those amounts to the owners corporation forthwith upon demand.

(j) LIABILITY

The Owner is liable for any damage caused to any part of the common property as a result of the erection, attachment, removal or replacement of the Works and is responsible to make good that damage to any common property immediately after it has occurred.

works for the purpose of this By-Law.

(k) AIR CONDITIONING UNIT

In relation to any air conditioning unit which may be installed pursuant to this by law:

- a) The owner must ensure the unit is not obvious and conceal the electrical and coolant lines from view, as far as possible.
- b) The owner must ensure that, subject to any statutory requirements or requirements of the local Council, condensation and run-off from the unit are drained through lines to existing drains or downpipes.
- c) The owner must not use the unit if its use generates noise or vibration that interferes unreasonably with the use and enjoyment of another lot by the owner or occupier of it, or of the common property by any person entitled to use it.
- d) The owner must maintain the unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation.
- e) The owner, at his own cost must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of the unit.
- f) The owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- g) The owner may remove the unit, and after doing so must restore the common property to its original condition.

Special By-law 2

Use of Lifts

The owner or occupier of a lot shall not convey nor allow conveyance in the lift of any material or other object/s likely to damage or dirty the interior of the lift.

- (1) The Owners Corporation may levy or charge on an Owner or Occupier of a Lot by serving written notice of the charge payable, the lift repair costs associated with any damage to the interior of the lift caused by them, their tenant or their invited guest or visitor.

Awnings, pergolas and other additions

- (1) An owner or occupier of a lot may
 - a) construct an addition to their lot, and
 - b) erect an awning, pergola, covering or roof sheeting on their terrace/balcony area over either an existing 'approved' pergola, or the terrace area generally,
- (2) provided owners consent and owners corporation approval is obtained beforehand. Such additions, awning, pergola or roof sheeting is to be of a generally consistent colour, appearance, type and material as determined by the owner's corporation so that it does not detract from the appearance of the building or detrimentally affect the amenity of other owners.
- (3) All building work is to be in accordance with the manufacturer's specifications, the relevant applicable Building Codes, non-reflective finishes and all collected roof waters are to be directed to a suitable drainage point within the subject lot.

Balconies/ Terrace areas

An owner or occupier may keep planter boxes, pot plants occasional furniture, outdoor recreational equipment and the like, on the balcony or terrace of their lot only if:

- a) it does not cause any damage, or is not likely to cause damage, or
- b) it is not dangerous, a nuisance, a hazard or create conflict with any applicable building regulation.

Pool, spa and pool area

- (1) The owner or occupier of a lot shall not use nor allow the use of the pool between 10.00pm and 6.00am.
- (2) The owner or occupier of a lot is not to allow the use of the pool by their guests/invites except when accompanied by the owner or occupier. Additionally an owner or occupier of a lot must ensure that an adult exercising effective control accompanies any young children who are in their care when the children are in the pool.
- (3) The following is not permitted within the pool area (being that area which is enclosed by the pool child safety fencing):
 - a) smoking, eating or drinking
 - b) consuming alcohol,

- c) using bottles or glass,
 - d) running, jumping or diving,
 - e) using soap, bubble bath or shampoo,
 - f) offensive behaviour
- (4) The pool and Spa mechanical and temperature control equipment ("Pool Plant") is not to be adjusted, varied or tampered with, other than with the Owners Corporation consent and provided such changes are in accordance with any operating manual or other instructional material provided to the owners corporation.
- (5) The owner's corporation may hold liable for any damages (whether to any person, the pool, spa, pool plant or common property), any loss, claim, cost or other liability sustained from any person amending, varying or tampering with the Pool Plant.

Signage

The owner's corporation has the right to remove any signage in common areas deemed inappropriate or offensive or that does not comply with these by-laws.

Building Safety

An owner or occupier of a lot must not do or permit anything to be done that may prejudice the security to, the safety of, or access within the building or the grounds.

Maintenance of Building and Common Property

The owner's corporation in addition to the powers and authorities conferred on it by it by or under the Strata Titles Act, 1973, The Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power to:

- a) replace the enclosure of the lifts every 8 years if required,
- b) paint the outside of the building if deemed necessary ,on at least one occasion in every period of 8 years,
- c) repaint the inside of the building if deemed necessary ,on at least one occasion in every period of 8 years,
- d) replace the carpet in the common property of the building if required every 8 years,
- e) repaint and refurbish the pool and pool areas if deemed necessary ,on at least one occasion in every period of 8 years,
- f) clean all windows and window frames in common areas if required. every 6 months.

Special By-law 3

Empowering by-law – Delegation Minor Renovations

PART 1 DEFINITIONS & INTERPRETATION

1.1 In this by-law:

- (a) **Delegated Functions** means the functions of the Owners Corporation set out in section 110 of the Strata Schemes Management Act 2015, including but not limited to authorising Minor Renovations and imposing reasonable conditions on that authorisation.
- (b) **Minor Renovations** means the works as set out in section 110(3) of the Strata Schemes Management Act 2015 and regulation 28 of the Strata Schemes Management Regulation 2016 as well as any additional works resolved by the Owners Corporation in a by-law under section 110(6)(a) of the Strata Schemes Management Act 2015.
- (c) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 73560.
- (d) **Strata Committee** means the strata committee appointed by the Owners Corporation from time to time in accordance with the Strata Schemes Management Act 2015.

1.2 In this by-law a word which denotes:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 2 GRANT OF RIGHTS

- 2.1 In addition to its powers under the Strata Schemes Management Act 2015, the Strata Committee shall have the power to exercise the Delegated Functions.

Approved Form 10

Certificate re Initial Period



The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners - Strata Plan No 73560 was affixed on [^] 31 January 2019 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: CHRIS MILLER Authority: STRATA MANAGEMENT AGENT

Signature: Name: Authority:

[^] Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Northern Beaches Council Planning Certificate – Part 2

Applicant: The Conveyancing Group
Level 1 2 Bungan Street
MONA VALE NSW 2103

Reference: 345
Date: 20/09/2021
Certificate No. ePLC2021/7340

Address of Property: 16/49-53 Delmar Parade DEE WHY NSW 2099
Description of Property: Lot 16 SP 73560

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.
- To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Home businesses; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

b) Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

c) Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

d) Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

e) Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

f) General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

g) Commercial and Industrial Alterations Code

Complying Development under the Commercial and Industrial Alterations Code may be carried out on all of the land.

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

Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on all of the land.

i) Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

j) Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

k) Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

l) Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

- (a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.
- (b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.
- (c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

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

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

Land Slip Risk Map - Area C

The land is identified as being on the *Warringah Local Environmental Plan 2011* - Landslip Risk Map as Area C. Restrictions apply to the carrying out of works on this land under Clause 6.4 (Development on Sloping Land) of the *Warringah Local Environmental Plan 2011* and section E10 (Landslip Risk) of the *Warringah Development Control Plan 2011*.

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

Nil

7A. Flood related development control Information

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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



Ray Brownlee PSM
Chief Executive Officer

20/09/2021



Revenue

Enquiry ID	3568708
Agent ID	81429403
Issue Date	20 Sep 2021
Correspondence ID	1733458267
Your reference	345

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
S73560/16	Unit 16, 49-53 DELMAR PDE DEE WHY 2099	NOT AVAILABLE

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*

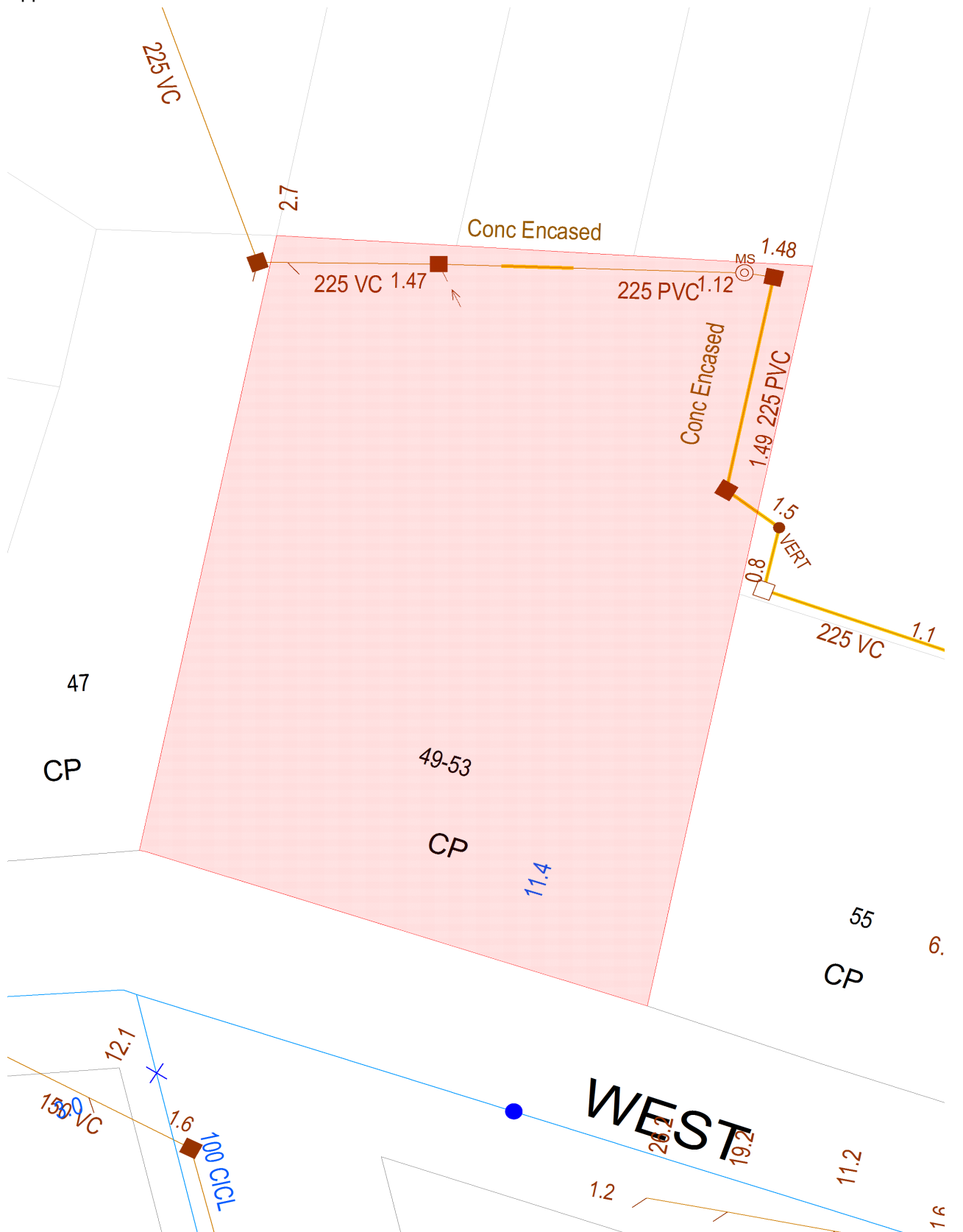


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

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

Service Location Print

Application Number: 8001061012



Document generated at 20-09-2021 09:40:29 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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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: 8001061013

Copy of
Diagram No. **316708**

M.W.S.E.D.B.
SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF **WARRINGAH**
SUBURB OF **DEE WHY**

316708

Scale: Approx. 1:500

Distances/depths in metres pipe diameters in millimetres

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. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by records available at Board's offices. The existence of records is not a guarantee of their accuracy. The boundaries, sewers and sewerage service shown herein are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Locates are not to be used as a substitute for a Certificate of Compliance as not all work may have been supervised by the Board.

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

SYMBOLS AND ABBREVIATIONS

<p>Manhole <input type="checkbox"/> Chr.</p> <p>Chamber <input type="checkbox"/> L.H.</p> <p>Lampole <input type="checkbox"/> B</p> <p>Boundary Trap <input type="checkbox"/> O Vert.</p> <p>Inspection Shaft <input type="checkbox"/> IP</p> <p>Pit <input type="checkbox"/> MF</p> <p>Grease Interceptor <input type="checkbox"/> Jn.</p> <p>Gully <input type="checkbox"/> RP</p> <p> <input type="checkbox"/> Rodding Point</p>	<p>INDICATES - DRAINAGE FITTINGS</p> <p> <input type="checkbox"/> P Trap</p> <p> <input type="checkbox"/> Reflux Valve</p> <p> <input type="checkbox"/> Cleaning Eye</p> <p> <input type="checkbox"/> Vertical Pipe</p> <p> <input type="checkbox"/> Induct Pipe</p> <p> <input type="checkbox"/> Mica Pipe</p> <p> <input type="checkbox"/> Junction</p> <p> <input type="checkbox"/> Rodding Point</p>	<p>INDICATES - PLUMBING FIXTURES & OR FITTINGS</p> <p>CO Clear Out Bidet</p> <p>O V Vent Pipe S Shower</p> <p>T Tube DW Dishwasher</p> <p>K Kitchen Sink F Floor Waste</p> <p>W Water Closet M Washing Machine</p> <p>B Bath Waste BS Bar Sink</p> <p>H Handbasin LS Lab Sink</p> <p> INDICATES - PLUMBING ON MORE THAN ONE LEVEL</p> <p>O SV Soil Vent Pipe O WS Waste Stack</p>
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DRAINAGE INSPECTED BY

Inspector _____

Cert. Of Compliance No. _____

Field Diagram Examined by _____

Tracing Checked by _____

PLUMBING INSPECTED

Inspector _____

Cert. Of Compliance No. _____

Date of Issue _____

Outfall _____ Drainer _____

W.s _____ Ur.s _____ Plumber _____

W.No. _____ Gaz. on _____

Boundary Trap is not required

Sewer Ref. Sheet _____

No. _____

IMPORTANT NOTE

The details shown on the attached diagram have been provided by the licensed plumber to show the approximate location of the private sewerage service pipes and the location of the sewerage service. The details shown on the diagram are not to be used as a final inspection or as a basis for any other work. The details shown on the diagram are not to be used as a basis for any other work. The details shown on the diagram are not to be used as a basis for any other work.

DANMAR

PARADE

Abt. 75 to Carew St

Document generated at 20-09-2021 09:40:33 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**.