

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate 3/14 Frenchs Forest Road, Frenchs Forest NSW 2086	Phone: 02 9452 3444 Ref: Stuart Bath
co-agent		
vendor	ROBERT GATTO and MARIA GATTO 55 Murdoch Street, Turramurra, NSW 2074	
vendor's solicitor	Cheryl Singer & Associates 43 Lawson Parade, St Ives NSW 2075	Phone: (02) 9440 3760 Email: cheryl@singerlegal.com.au Fax: (02) 9402 9222 Ref: CS:C0383
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	8/17 Frazer Street, Collaroy, New South Wales 2097 Registered Plan: Lot 8 in Strata Plan 8075 Folio Identifier 8/SP8075	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" 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 type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <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)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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*
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact 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)
<ul style="list-style-type: none"> <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 checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	Other
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	<input type="checkbox"/> 60
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	

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

Gilbey Burgess Strata Management
 PO Box 147 Manley NSW 1655
 Tel: (02) 9907 0006

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a Solicitor OR Licensed Conveyancer .
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 property at **8/17 Frazer Street, Collaroy**, from **Robert Gatto and Maria Gatto** to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for **Robert Gatto and Maria Gatto** and am not employed in the legal practice of a solicitor acting for **Robert Gatto and Maria Gatto** nor am I a member or employee of a firm of which a solicitor acting for **Robert Gatto and Maria Gatto** is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment Department of Primary Industries Electricity and gas Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>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>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</i> by a <i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

8/17 Frazer Street, Collaroy NSW 2097

FURTHER PROVISIONS OF THE CONTRACT

BETWEEN ROBERT GATTO and MARIA GATTO

(as Vendor)

AND

(as Purchaser)

33.1 Notwithstanding any other provision in the contract to the contrary:-

- 33.1.1 the completion address shall be nominated by the Vendor;
- 33.1.2 the definition of "work order" in clause 1 was amended by adding the following words at the end thereof: "issued in writing by a competent authority."
- 33.1.3 The definition of "settlement cheque" in clause 1 was amended by deleting the words "or a building society, credit union or other FCA institution as defined in the Cheques Act 1986";
- 33.1.4 Clause 4.1 was amended by deletion of the word "normally".
- 33.1.5 Clause 5.2 was amended by deletion of the figure "21" and replacing it with the figure "14".
- 33.1.6 Clause 7.1.1 was deleted and replaced with the words "any amount is claimed
- 33.1.7 Clause 8.1 was amended by deleting the words "on reasonable grounds"
- 33.1.8 Clause 10.1 was amended by adding the following words at the conclusion thereof; "or failure to comply with the provisions of the Swimming Pools Act 1992 or any regulation thereunder";
- 33.1.9 The word "substance" was replaced with the word "existence" and the word "disclosed" was replaced with the word "noted" where appearing in clauses 10.1.8 and 10.1.9;
- 33.1.10 the words "other than on account of the Purchasers breach" were inserted immediately after the word "terminated" in clause 11.2
- 33.1.11 Clause 16.8 was deleted
- 33.1.12 Clause 17.3 was amended in the first line by deleting the words "or after"
- 33.1.13 Clause 18.2.2 was amended by inserted the words "or other" after the word "structural"
- 33.1.14 Clause 23.2 in the last line and clause 23.5.2 in the first line were amended by deleting all the words after "disclosed" and replacing them with the words "noted or referred to in this contract or the attachments or annexures hereto";
- 33.1.15 Clauses 24.3, 26, 27, 28 and 29 were deleted

34 The Purchaser acknowledges having inspected the property and the building erected upon the property and any chattels and/or fixtures included in this Contract and shall accept the same in their present state of repair and condition (subject to fair wear and tear) and subject to all and any defects whether latent or patent as regards their design, construction, state of repair or otherwise and no objection or requisition or claim for compensation shall be made by the Purchaser in respect of any of these matters.

35 The Purchaser shall take title subject to and shall not make any objection, requisition or claim for compensation nor delay completion nor rescind this Contract in respect of or arising out of any existing water, sewerage, drainage, electricity, gas, telephone, cable television or other installations and services on the ground that any such connection passes through any other property or that any connection to any other property passes through the property herein **OR** that any roof or surface water drainage is connected to the sewers.

36 The Purchaser acknowledges that this contract and further conditions annexed hereto set out all the terms, conditions, warranties and arrangements between the parties and accepts this contract as the whole agreement between the parties subject to any variation agreed in correspondence between the solicitors or the parties.

37 Without in any way negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included in this contract, should either party (or one of them if there be more than one Vendor or Purchaser) prior to completion:

(a) Die or become mentally ill

(b) being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or official manager be appointed in respect of that party.

THEN in any such event the other party may rescind this Agreement by notice in writing to the other upon the terms of Clause 19.

38 Notwithstanding any other provision in this agreement, the Purchaser and the Vendor acknowledge that;

(a) Either party hereto may, upon the expiration of the time for completion specified on the front page of this contract, issue a Notice to Complete making the time for completion in accordance with such notice of the essence of this Agreement.

(b) A period of fourteen (14) days following the date of the service of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such Notice.

39 39.1 The Purchaser acknowledges that in the event that this Contract for Sale shall not be completed within the time specified for completion herein, then the Purchaser shall in addition to the purchase price and any other monies payable in accordance with the terms of the agreement, pay to the Vendor interest calculated at the rate of 10% per annum on so much of the balance of the purchase price as shall remain outstanding. Such interest shall be paid up to and including the date of completion and shall be calculated from the day upon which completion should have been affected. The Purchaser acknowledges that the interest rate

stated above represents a reasonable assessment of the damages which would be suffered by the Vendor in the event of the Purchaser's failure to complete on time. Any interest payable pursuant to this clause shall be paid upon completion and the payment of interest shall be an essential term of this agreement. This clause shall not apply in the event of any delay in settlement being due to the default of the Vendor.

39.2 If the Purchaser does not complete the Contract by the completion date through no fault of the Vendor and which entitles the Vendor to serve a Notice to Complete on the Purchaser then the Purchaser shall pay to the Vendor on the date of completion of the Contract an additional \$330.00.

- 40 The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in this contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This right continues after completion.
- 41 The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 28 and SREP 12 that allowed subdivisions of dual occupancies have been repealed and the attached Section 10.7 Certificate may be inaccurate in respect of those matters.
- 42 The Purchaser warrants that, where required by any State or Federal law to do so, he has obtained from all government and quasi-government authorities, both state and federal all authorisations, approvals, consents, notices, exemptions, guidance and waivers (including advice that there is no objection by any State or Federal authority to him entering into and or completing this contract). The Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of any breach of the warranty hereby given. This warranty and indemnity shall not merge on completion.
- 43 The Purchaser warrants that the property will be used predominantly for non-commercial residential purposes (as defined by the GST Act). The Purchaser on behalf of itself, its executors, administrators and assigns hereby agrees to well and sufficiently indemnify and keep indemnified the Vendor, its executors, administrators and assigns against all liability for and towards any Goods and Services Tax which may be payable by the Vendor in respect of or arising from the breach of the above warranty. It is agreed that this special condition shall not merge on completion but shall endure thereafter.
- 44 Where the Purchaser is a company, a form of guarantee shall be executed by all of the Directors of the Purchaser.

- 45 If a survey report is annexed hereto then this property is sold subject to all matters disclosed in such report and the Purchaser shall make no objection or requisition in respect of matters referred to in the said Surveyor's report.
- 46 In the event that:
- 47.1 The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- 47.2 The Purchaser has paid a deposit of less than ten percent (10%) of the purchase price; and
- 47.3 The Vendor terminates this Contract or the Purchaser does not rescind this Contract in accordance with the cooling off provisions created by Section 66S of the Conveyancing Act; then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten percent (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of law or equity to the contrary. This special condition shall not merge on completion of the Contract.
- 47 Notwithstanding any other clause or notation made on or to this contract, the parties agree that the deposit is 10% of the purchase price. The deposit is to be paid by instalments as follows:
- (i) The sum of \$ on the making of this contract (the first instalment); and
- (ii) 10% of the price, less the first instalment, on the Completion Date.
- The interest which accrues on the first instalment invested by the deposit holder shall accrue, in its entirety, after the deduction of all proper government taxes and financial institution charges and other charges, to the Vendor.
- 48 In addition to any other rights or remedies the Vendor may have at law, in equity or under this contract, the Vendor may recover any of the deposit not paid by the Purchaser as a liquidated claim in a court of appropriate jurisdiction.
- 49 Notwithstanding any other provision of this contract, if a Cooling-Off Period applies, then the deposit may be paid by two (2) instalments as follows:
- 49.1.1 An amount equivalent to 0.25% of the price, on or before the making of this Contract
- 49.1.2 The balance of the deposit, no later than 5.00pm on the 5th business day after the date of this contract (time being of the essence).
- 50 The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.
- 51 (a) Annexed hereto and marked "C" are Requisitions on Title ("the Requisitions").

- (b) Notwithstanding the provision of Clause 5 of this Contract, the Vendor shall not be required or obliged to answer any other Requisitions on Title other than the Requisitions referred to herein and the Purchaser agrees not to forward any other form of requisitions on title or make any further requisitions (unless such further requisitions arise from the answers given by the Vendor to the Requisitions referred to herein).



FOLIO: 8/SP8075

SEARCH DATE	TIME	EDITION NO	DATE
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7/8/2023	3:00 PM	4	2/9/2018

LAND

LOT 8 IN STRATA PLAN 8075
AT COLLAROY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ROBERT GATTO
MARIA GATTO
AS JOINT TENANTS (T AK995253)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8075
2 AK995254 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP8075

SEARCH DATE	TIME	EDITION NO	DATE
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7/8/2023	3:00 PM	4	7/2/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8075
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COLLAROY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM SHEET 1 SP8075

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8075

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- GILBEY BURGESS STRATA MANAGEMENT

PO BOX 147

MANLY NSW 1655

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP229803 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND SHOWN AS VARIABLE WIDTH
IN DP229803 (SEE K360722)
- 3 DP229803 EASEMENT TO LAY AND MAINTAIN PIPES APPURTENANT TO
THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN 0.61
METRES WIDE IN DP229803 (SEE K360722)
- 4 DP229803 RIGHT OF CARRIAGEWAY AFFECTING THE PARTS OF THE LAND
ABOVE DESCRIBED SHOWN VARIABLE WIDTH IN DP229803 (SEE
K360722)
- 5 DP229803 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND
ABOVE DESCRIBED SHOWN VARIABLE WIDTH IN DP229803 (SEE
K360722)
- 6 DP229803 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND SHOWN VARIABLE WIDTH IN
DP229803 (SEE K360722)
- 7 DP567856 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE
DESCRIBED AFFECTING THE LAND SHOWN 2.13 METRES WIDE IN
DP567856 (SEE N775007)
- 8 DP567856 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND
ABOVE DESCRIBED SHOWN 4.57 METRES WIDE AND VARIABLE
WIDTH IN DP567856 (SEE N775007)
- 9 DP567856 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

- DESCRIBED AFFECTING THE LAND SHOWN 3.05 METRES 5.49 METRES AND 5.33 METRES WIDE IN DP567856 (SEE N775007)
- 10 DP567856 EASEMENT TO DRAIN SEWAGE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN 1.52 METRES WIDE IN DP567856 (SEE N775007)
- 11 DP567856 EASEMENT FOR SUPPORT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN 3.35 METRES WIDE IN DP567856 (SEE N775007)
- 12 DP567856 EASEMENT FOR SERVICES AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN VARIABLE WIDTH IN DP567856 (SEE N775007)
- 13 DP567856 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND KNOWN AS LOT 2 DP567856 (SEE N775007)
- 14 DP567856 EASEMENT FOR SERVICES AFFECTING THE LAND ABOVE DESCRIBED (SEE N775007)
- 15 DP567856 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN 9.14 METRES WIDE AND VARIABLE WIDTH IN DP567856 (N775007)
- 16 DP567856 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN 0.91 METRES WIDE AND VARIABLE WIDTH IN DP567856 (SEE N775007)
- 17 DP567856 EASEMENT TO DRAIN WATER AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN 3 METRES AND 6.1 METRES WIDE IN DP567856 (SEE N775007)
- 18 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974
- 19 AM816990 INITIAL PERIOD EXPIRED
- 20 AR862572 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 815)

STRATA PLAN 8075

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 28		2 - 28		3 - 28		4 - 28	
5 - 28		6 - 28		7 - 28		8 - 28	
9 - 28		10 - 28		11 - 28		12 - 28	
13 - 28		14 - 28		15 - 28		16 - 28	
17 - 28		18 - 28		19 - 23		20 - 23	
21 - 27		22 - 27		23 - 28		24 - 28	
25 - 23		26 - 22		27 - 27		28 - 27	
29 - 28		30 - 28					

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP8075

PAGE 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

C0383

PRINTED ON 7/8/2023

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

STRATA PLAN No. 8075

Schedule of Unit Entitlements		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
1	28	
2	28	
3	28	
4	28	
5	28	
6	28	
7	28	
8	28	
9	28	
10	28	
11	28	
12	28	
13	28	
14	28	
15	28	
16	28	
17	28	
18	28	
19	23	
20	23	
21	27	
22	27	
23	28	
24	28	
25	23	
26	22	
27	27	
28	27	
29	28	
30	28	
AGGREGATE	815	

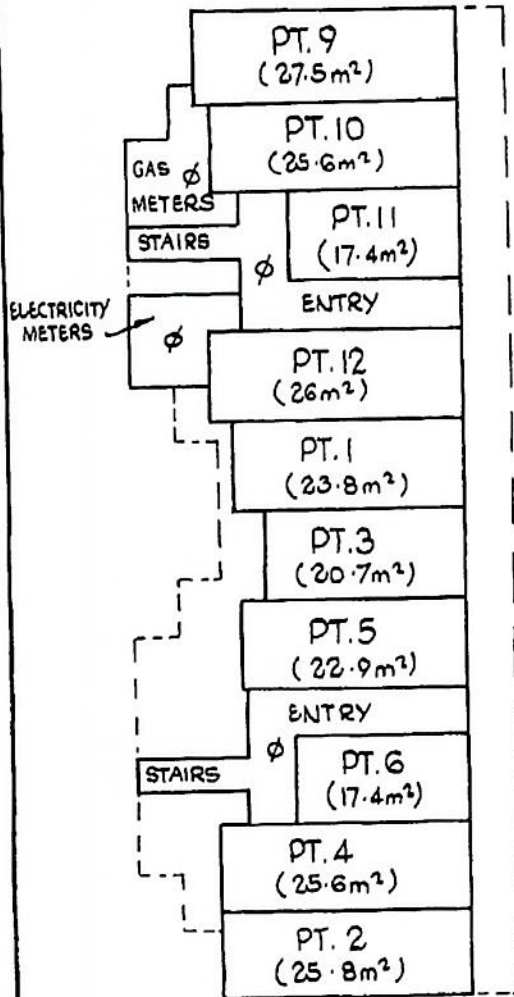
Robert D. Dwyer
Surveyor.

Robert Dwyer
Council Clerk.

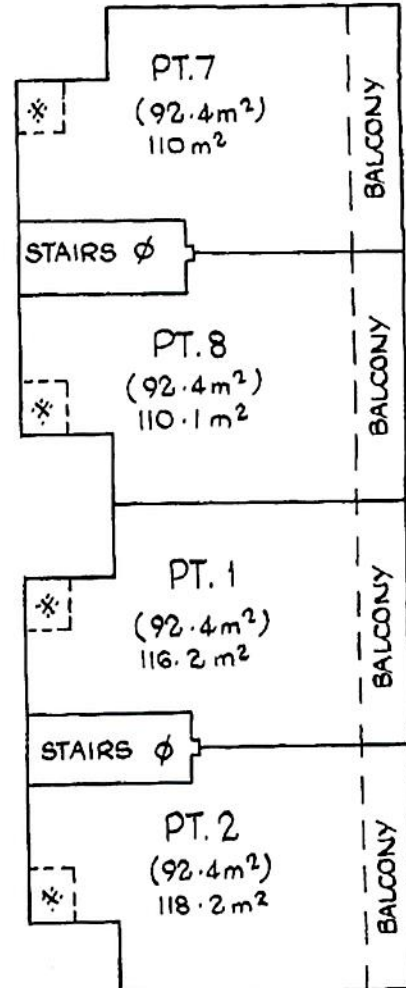
STRATA PLAN No. 8075

BLOCK 'A'

GROUND FLOOR
GARAGE PLAN



FIRST FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY.

FLOOR AREAS ARE APPROXIMATE ONLY
AND INCLUDE BALCONIES WHICH ARE
RESTRICTED IN HEIGHT TO 2.59 ABOVE
THE FLOOR LEVEL.

ϕ DENOTES COMMON PROPERTY
 \times DENOTES DRYING BALCONY

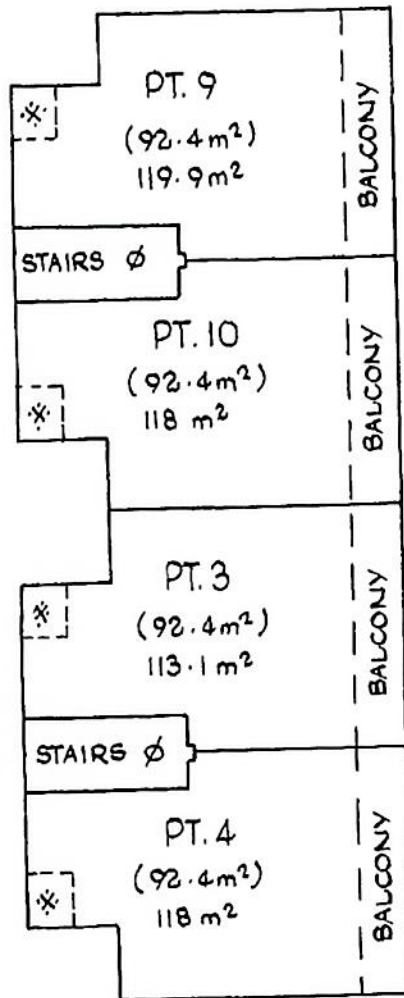
Robert W. Dunlop
Surveyor.

Paul G. G. G. G.
Council Clerk.

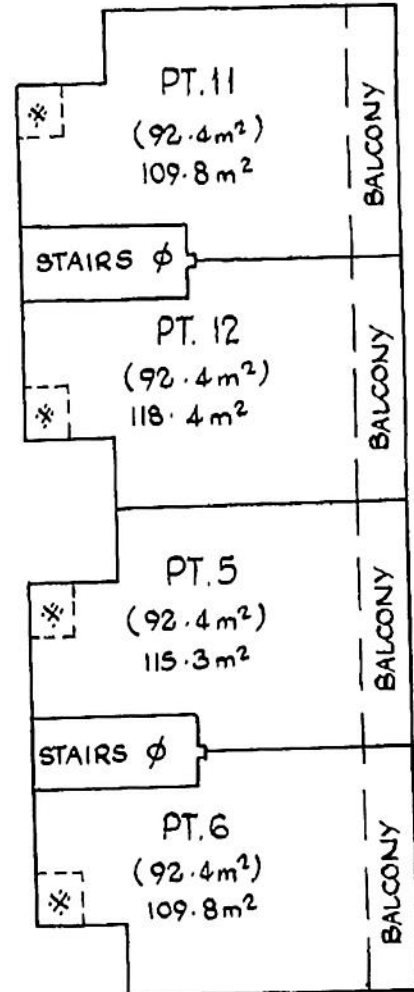
STRATA PLAN No. 8075

BLOCK 'A'

SECOND FLOOR PLAN



THIRD FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.

BALCONIES ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

FLOOR AREAS ARE APPROXIMATE ONLY & INCLUDE BALCONIES

φ DENOTES COMMON PROPERTY
* DENOTES DRYING BALCONY.

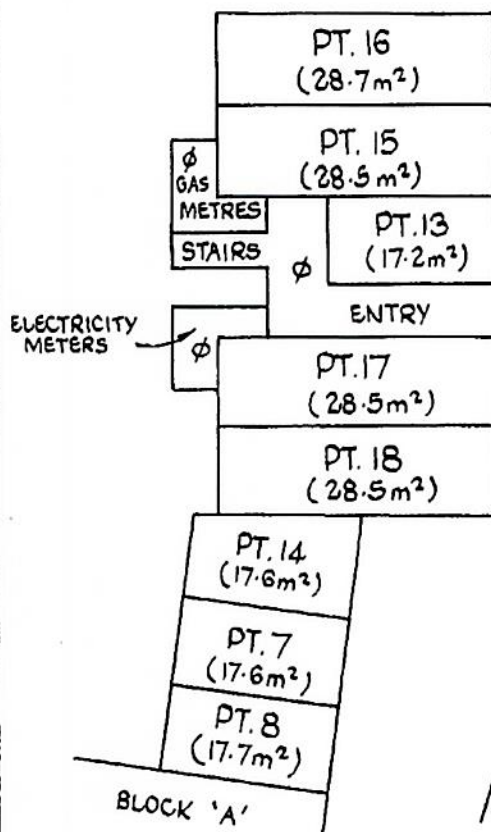
Robert D. Duff
Surveyor.

Ernest R. King
Council Clerk.

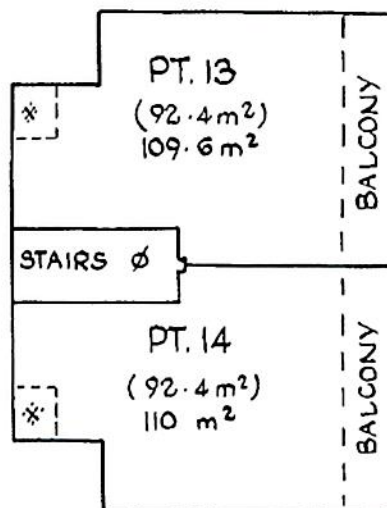
STRATA PLAN No. 8075

BLOCK 'B'

GROUND FLOOR GARAGE PLAN



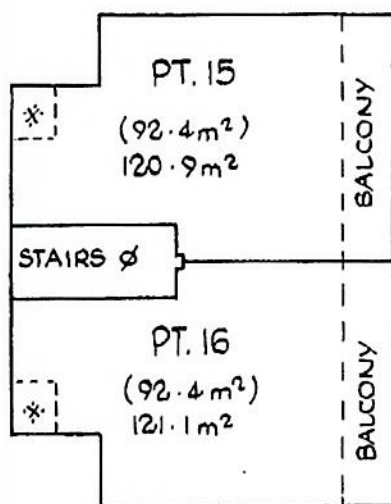
FIRST FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.

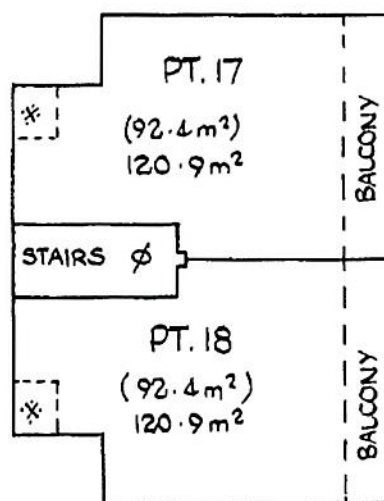
Ø DENOTES COMMON PROPERTY
* DENOTES DRYING BALCONY

SECOND FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.

THIRD FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

FLOOR AREAS ARE APPROXIMATE ONLY. AREAS OF UNITS INCLUDE ALL BALCONIES.

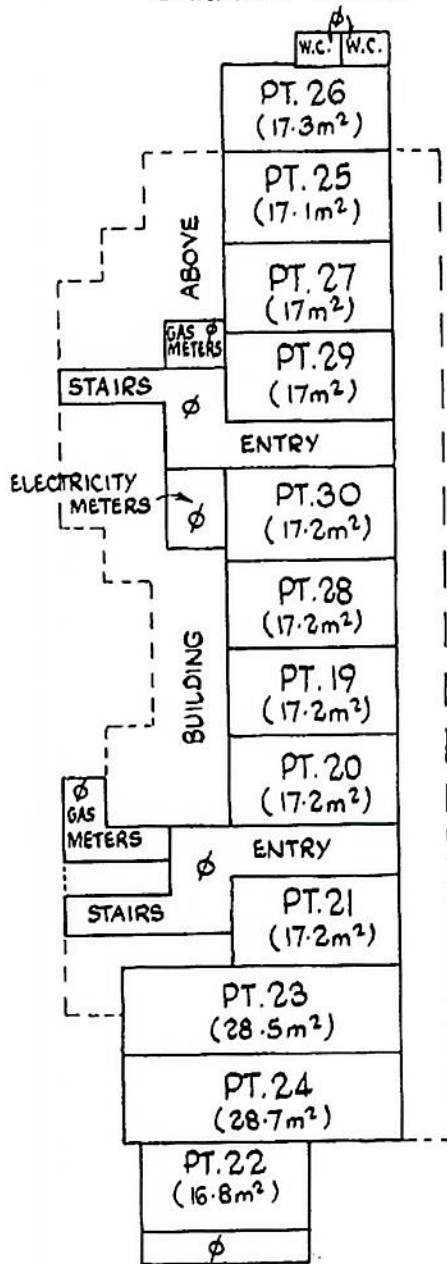
Robert D. Dunlop
Surveyor.

Robert D. Dunlop
Council Clerk.

STRATA PLAN No. 8075

BLOCK 'C'

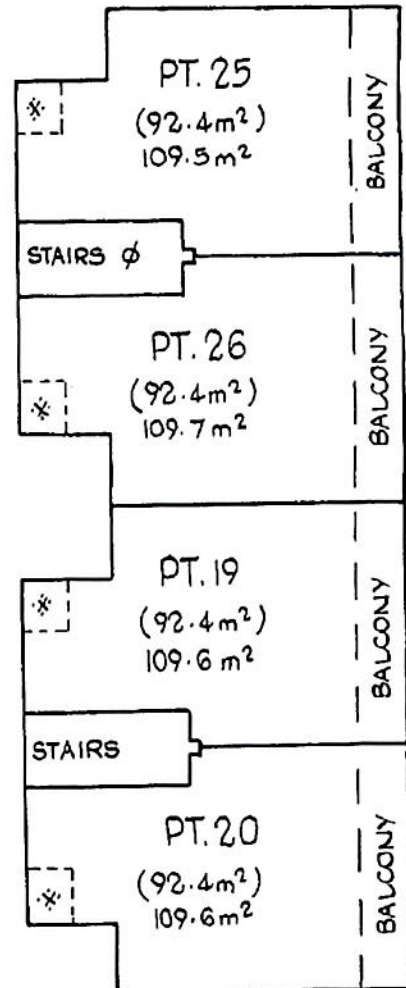
GROUND FLOOR GARAGE PLAN



FLOOR AREAS ARE APPROXIMATE ONLY.

φ DENOTES COMMON PROPERTY
* DENOTES DRYING BALCONY.

FIRST FLOOR PLAN



FLOOR AREAS ARE APPROXIMATE ONLY
AND INCLUDE BALCONIES WHICH
ARE RESTRICTED IN HEIGHT TO 2.59
ABOVE THE FLOOR LEVEL.

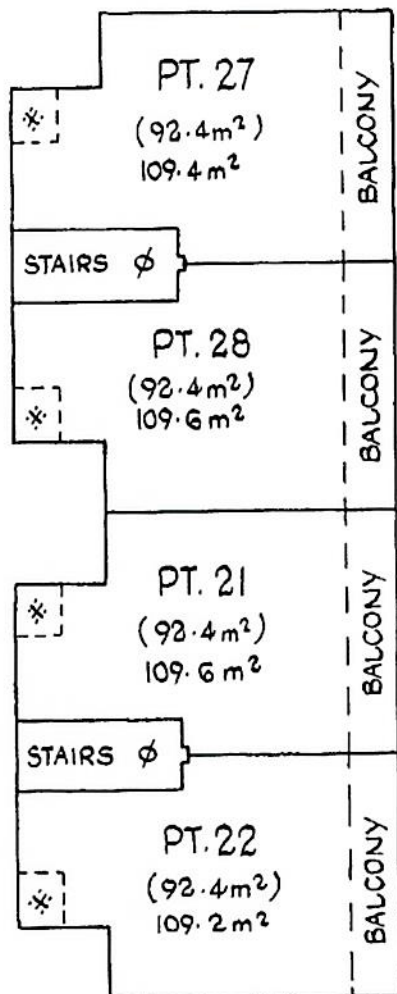
Robert D. Dwyer
Surveyor.

Paul Buckley
Council Clerk.

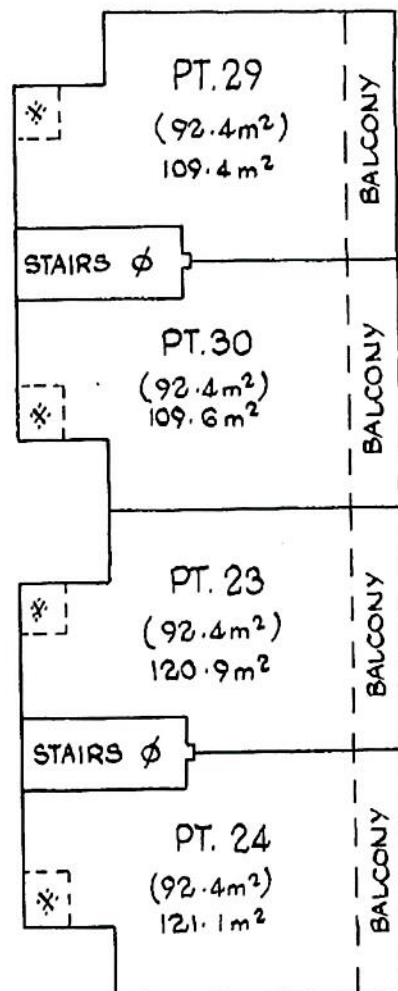
STRATA PLAN No.8075

BLOCK 'C'

SECOND FLOOR PLAN



THIRD FLOOR PLAN



BALCONIES ARE RESTRICTED IN HEIGHT TO 2.59 ABOVE THE FLOOR LEVEL.

BALCONIES ARE RESTRICTED IN HEIGHT TO 2.44 ABOVE THE FLOOR LEVEL.

FLOOR AREAS ARE APPROXIMATE ONLY, & INCLUDE BALCONIES

Ø DENOTES COMMON PROPERTY

* DENOTES DRYING BALCONY.

Robert D. Dwyer
Surveyor.

Robert D. Dwyer
Council Clerk.

[illegible]

(ii)

Roll K902

Subdivision of Lots 1 to 11 (inclusive) in Deposited Plan No. 211734 being the whole of the land comprised in Certificate of Title Volume 8507 Folios 41 to 48

INIGO TRICES, "Karta Herzegovina", Izdanje
Cernobilje, New South Wales, Australia

•

2

1. *For further information*

Lot(10) burstone

•

Let's) bust

THE AGREEMENT IS FOR THE PURPOSE OF TRANSFERRING AND ALLOCATING FULL
TERMS OF CASEMENT OR RESTRICTIONS FIRSTLY AND SECONDLY RESPECTIVELY REFERRED
TO IN ABOVE MENTIONED PLAN;

and free right for every person who is at any time entitled to an estate or interest in possession in the land therein indicated as the dominant tenement or any part thereof with which the right shall be consistent of a thing in nature and product from the soils of the Metropolitan Water Supply and Drainage Board water in any quantities across and through the land therein indicated as the servient tenement together with the right to use for the purposes of the easement any land or premises adjoining said water, the easement shall be deemed to be a right of way and shall extend to any pipes or conduits for the conveyance of water, gas, electricity, steam, oil, or any other liquid or gaseous substance, and to any telegraph, telephone, cable, or other apparatus, and to any other thing which may be necessary for the enjoyment of the right, and where no such line or pipes extend to any place and easement therefor and where no such line or pipes extend to any place and easement

This negative is a photograph made of a permanent record of a document for the custody of the

Recorder General this day. 14th May, 1986



DP229803
Roll K902 K56072 v 3
Copied by Council Clarke Confidential Model 49
Name

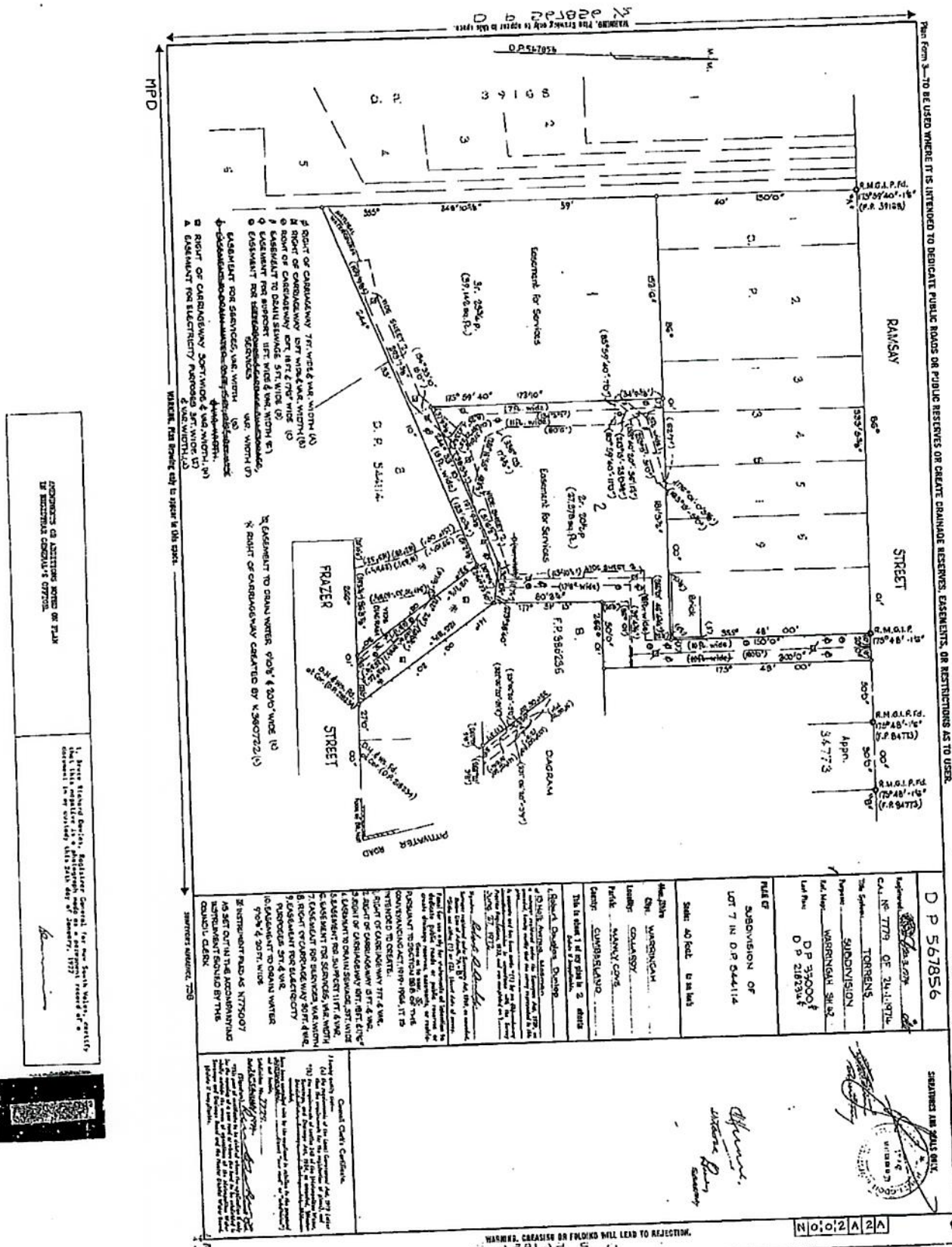
[illegible]

The easements are Rights of Easement within the meaning given by section 101A of the Conveyancing Act, 1919-1964.

INIGO TAIGES WHO IS
PERSONALLY KNOWN TO ME;

Robert
Pyburn

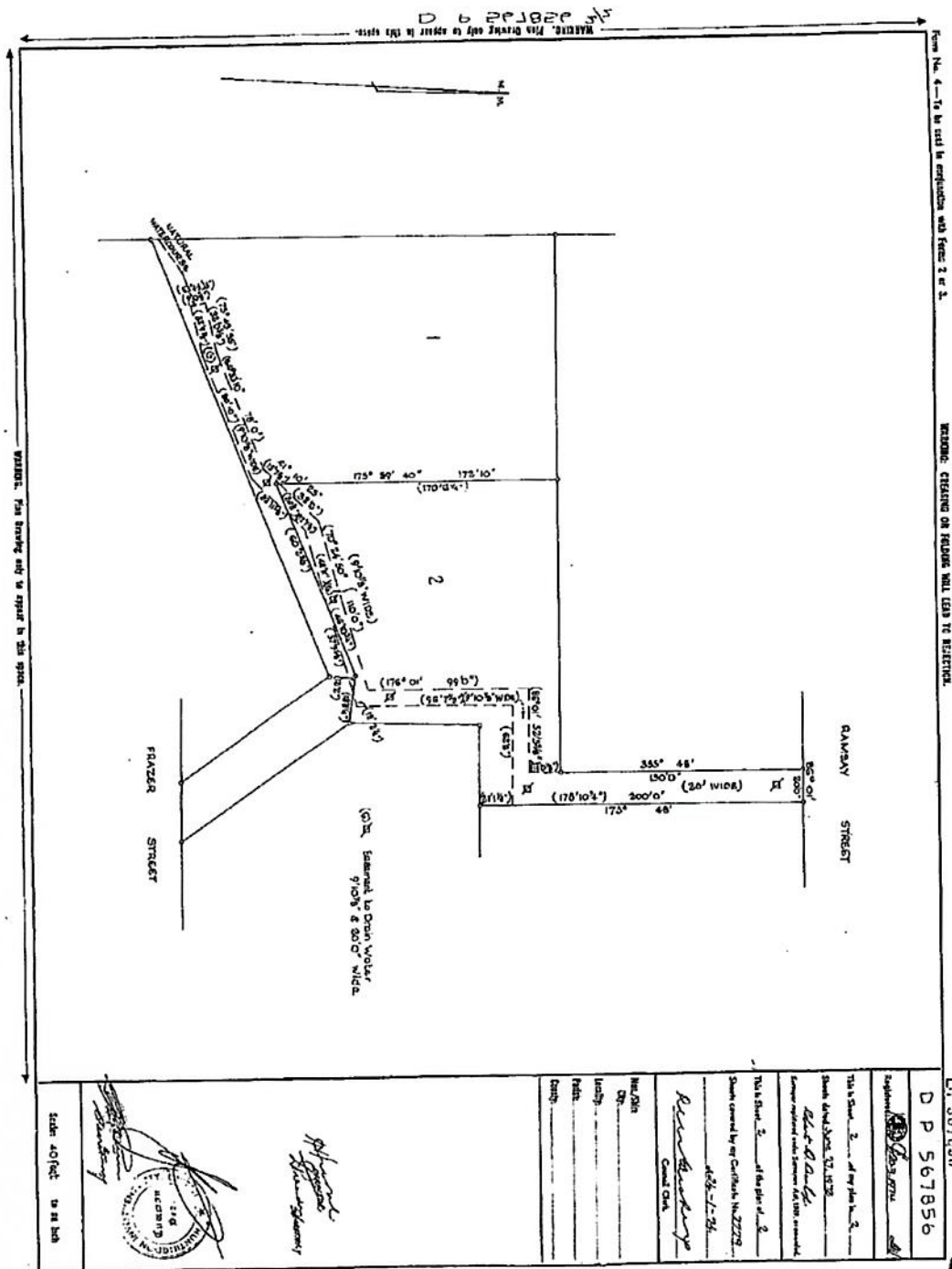
Warrenburg State College
Miss Gans



OP 967856 SM 1/2
FIFT INCHES METERS

[illegible]

OP SAYERS, PH 1/2 CORN		FEET INCHES		METERS	
180	-	45.72		50 M	
152	3	38.10		30 FT	
149	3 1/8	37.84		30 M	
142	3	36.06		30 M	
101	5 1/2	25.91		30 M	
200	-	50.80		50 M	
225	3	57.91		50 M	
248	3 3/8	62.73		50 M	
248	3	62.48		50 M	
203	7 2/8	55.91		50 M	

[illegible]

AMENDMENTS AND/OR ADDITIONS MADE ON									
PLAN IN THE LAND TITLES OFFICE									
10	20	30	40	50	60	70	Table of mm	10	120
140	130	120	110	100	90	80	70	60	50

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

23rd October, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1982

Sheet 1 of 6 Sheets

Plan: DP567856

Part 1

Subdivision of Lot 7 in D.P. 544111 covered by Council Clerk's Certificate No. 7779 of 26/06/1990
Huntingdon Investments Pty. Limited, c/- 66 King Street, Sydney.

Full name and address of proprietor of the land:

1. Identity of easement or restriction firstly referred to: Right of Carriageway Seven (7) feet in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

2. Lots burdened: 1
Lots, name of road or authority benefited: 1

2. Identity of easement or restriction firstly referred to: Right of Carriageway Fifteen (15) feet in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

1. Lots burdened: 2
Lots, name of road or authority benefited: 2

3. Identity of easement or restriction firstly referred to: Right of Carriageway Ten (10) feet in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

2. Lots burdened: 1
Lots, name of road or authority benefited: 1

4. Identity of easement or restriction firstly referred to: Easement to Drain Soudo Five (5) feet in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

2. Lots burdened: 1
Lots, name of road or authority benefited: 1

N775007

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1982

Sheet 2 of 6 Sheets

Plan: DP567856

Part 1

Subdivision of Lot 7 in D.P. 544111 covered by Council Clerk's Certificate No. 7779 of 26/06/1990
Huntingdon Investments Pty. Limited, c/- 66 King Street, Sydney.

Full name and address of proprietor of the land:

5. Identity of easement or restriction firstly referred to: Easement for Support Eleven (11) feet wide in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

2. Lots burdened: 1
Lots, name of road or authority benefited: 1

6. Identity of easement or restriction firstly referred to: Easement for Services - variable width in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

1. Lots burdened: 2
Lots, name of road or authority benefited: 2

7. Identity of easement or restriction firstly referred to: Easement for Services - variable width in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

1. Lots burdened: 2
Lots, name of road or authority benefited: 2

8. Identity of easement or restriction firstly referred to: Right of Carriageway Thirty (30) feet wide in above mentioned plan:

SCHEDULE OF LOTS ETC. AFFECTED

2. Lots burdened: 2
Lots, name of road or authority benefited: 2
Lot 8 in D.P. 544111 (Vol 100 1145 Folio 191)
S.P. No. 2065

Registrar General this day.

140	130	120	110	100	90	80	70	60	50	40	30	20	10	0
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Sheet 3 of 6 Sheets

PLATE

0/- 66 King Street, Sydney.

feet wide and vertical

lots, near or road or surface

THE HACKETT COUNTY COMMISSION

IN UNCONVENTIONAL PLANS: IN UNCONVENTIONAL PLANS:

SCHEDULE OF LOTS ETC. AFFECTED

Lotus, name of one of the

The Workingman State Council

Sheet 4 of 8 Sheets

PART 21
6

c/- 66 King Street, Sydney

OF CARRIAGEWAY FIFTEEN (15) FEET WITH
REFERRED TO IN ABOVE MENTIONED PLAN

Act 1519-1964 with the following exception:

that 30 bears to 54 and not otherwise

SEVENTEEN (17) FELT SIX (6) ARE
MENTIONED PLAIN

Act 1919-1964 with the following addition:

plants and equipment used
to the end of the year.

TERMS OF EASEMENT FOR SUPPORT ELEVEN (11) FEET WIDE
STILTS REFERRED TO IN ABOVE-MENTIONED PLAN

Registered Providers, to
title coverants that it will not use or permit to be used in connection with the

9

[illegible]

10	20	3C	40	50	60	70 Table of mm	110	120	130	140
----	----	----	----	----	----	----------------	-----	-----	-----	-----

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TILES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

23rd October, 1990

Registrar General this day.

record of a document in the custody of the

This negative is a photograph made as a permanent

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 809 OF THE CONVEYANCING ACT 1919-1964

Sheet 7 of 8 Sheets

PART 11

Plan:

5555555555

Full name and address of
proprietor of the land:

subdivision of Lot 7 in D.P. 544114
covered by Council's Certificate
No. 97792 of 24/5/2004.
Huntingdon Investments Pty. Limited,
c/- 66 King Street, Sydney.

TERMS OF RIGHT OF CARRIAGEWAY THIRTY (30) FEET WIDE AND VARIANTE WIDTH
FULLY REFERRED TO IN AGREEMENT/DCD PLAN.

EIGHTHLY REFERRED TO IN ABOVE MENTIONED PLAN.

Right of Carriageway within the meaning of Section 886 of the Conveyancing Act 1915-1966 with the following addition:

Full and free right for the proprietor or proprietors of lot 2 hereby granted and every person entitled to use of lot 2 to go pass and traverse as all the lands dedicated herein as the improvement and so that the proprietor or proprietors of lot 1 and every person authorized by him or them shall have the right to go pass and repass of all times and for all purposes with or without animals or vehicles or both over the servant's tenement but only so long as he or they shall contribute to the cost of maintenance of the servant's tenement including all costs of labour material plant and equipment used in such maintenance in the proportion that 30 pence to 5s. and not otherwise and so that the proprietor or proprietors of lot 2 in Deposited Plan No. 56413 and Strata Plan No. 4663 each having a share of lot 2 over the servant's tenement shall not be entitled to contribute to the maintenance of the said of cottage-way over the servant's tenement.

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES THREE (3) FEET WIDE AND VARIABLE
WIDTH NINETY REFERRED TO IN ABUTTING ADJACENT PLANS.

Full and free right and liberty for the Council on its successors and assigns and its and their agents servants and workmen to lay down construct and place overhead electric transmission lines and remove underground electric wires and to make any alterations transformations and remove any other apparatus for the transmission of electric current and for lighting incidental thereto over or under and within the land hereby burdened AND ALSO free and uninterrupted passage of electricity to and from the land hereby burdened AND the land hereby burdened and the said apparatus and apparatus thereto appertaining under the land hereby burdened and the said electric mains now constructed UNDER THE FULL power for the Council its servants agents and workmen to enter into and upon the land hereby burdened or any part thereof AND UNDER THE FULL right leave and liberty and license to cut and remove trim tops and other growths and foliage which now or at any time hereafter may encroach in or on the land hereby burdened AND the Council shall not be deemed to interfere with the rights of the owners of the land hereby burdened or to enter in or upon the land hereby burdened AND the Council may hereby for itself and others who the Council its successors and assigns that it will not do and covenant with the Council its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said wires cables or other apparatus or interfere with the free flow of electric current under the land hereby burdened AND that if any such damage or injury be done or interference be made the said Grantor will forthwith pay the cost to the Council of property and substantially repairing and making good as aforesaid. Injury or damage and restoring the free flow of electric current on aforesaid. AND the Council doth hereby covenant with the Grantor its heirs successors and assigns that it will have harmless and indemnify it free and quitclaim any and all losses and damage whatsoever occasioned by the negligent use or abuse of electric current or of wires 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 the Council and that the said Council will at its own cost and charge pay for all damage and injury existing to the Grantor or to any other person or persons in consequence of any breach or non-observance of this covenant AND FURTHER the Grantor doth hereby for itself and others the owner or owners from time to time of the land hereby burdened covenant with the Council that it will not without the consent of the Council alter or permit to be altered the existing levels of the land hereby burdened nor will it or through the life consent erect or permit to be erected any structure on above or below the land hereby burdened.

INSTRUMENT SIGNED BY TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Sheet 8 of 8 Sheets

N775007 PART 11.

Plan:

BP 567856

Full name and address of proprietor of the land:

Subdivision of Lot 7 in D.P. 344114
covered by Council Creek's Certificate
of Sale 550446/1994
No. 7779
Huntingdon Investments Pty. Limited,
c/- 55 King Street, Sydney.

THE COMMON SEAL OF MOUNTBLOOM INVEST
PENIS PTY. LIMITED was returned affi-
xed by authority of the Board of
Directors and in the presence of:-

Secretary

Proprietor

Director

Warrington Salire Council

Research

This "London Seal of the North Atlantic Conference" (LNAF) was purchased by the Embassy of the Duce of Dalmatia in the presence of:

Director
Secretary

NOTES



AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

23rd October, 1990

INSTRUMENT SETTING OUT INTERESTS CREATED
 PURSUANT TO SECTION 88A, CONVEYANCING ACT/
 THIS LOADED WITH DP 567856
 8-20-3-77

J. Cross
 37 York St.
 Sydney

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900



AM816990F

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/SP 8075

(B) **LODGED BY**

Document Collection Box 330B	Name, Address or DX, Telephone, and Customer Account Number if any LLPN: 135476R PRUDENTIAL INVESTMENT COMPANY OF AUSTRALIA PTY LTD DX 11609 SYDNEY DOWNTOWN	CODE CH
	Reference: F1111624099 - M&B	

- (C) The Owners-Strata Plan No. 8075 certify that a special resolution was passed on 8/5/2017
(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. See below
Added by-law No. See below
Amended by-law No. NOT APPLICABLE

as fully set out below:

Repealed by-laws 1-19 as set out in Schedule 1 of the Strata Schemes Management Act 1996

Added by-laws 1-19 as set out in Schedule 2 of the Strata Schemes Management Regulation 2015

See Annexure

- (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 A.

- (G) The seal of The Owners-Strata Plan No. 8075 was affixed on 6/9/2017 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: 

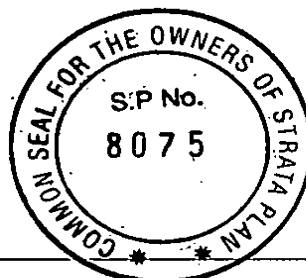
Name: Don Barrera

Authority: Duly Authorised Officer.

Signature: _____

Name: _____

Authority: _____



ANNEXURE A

STRATA PLAN 8075

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By-law 1 - Noise	3
By-law 2 - Vehicles	3
By-law 3 - Obstruction of common property	3
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By-law 17 - Appearance of lot	5
By-law 18 - Notice board	5
By-law 19 - Change in use of lot to be notified	5



By-law 1 - Noise

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

By-law 2 - Vehicles

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

By-law 3 - Obstruction of common property

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

By-law 4 - Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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

By-law 5 - Damage to common property

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

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

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

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

- a) any locking or other safety device for protection of the owner's lot against intruders, or
- b) any screen or other device to prevent entry of animals or insects on the lot, or
- c) any structure or device to prevent harm to children.

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

5. Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

By-law 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.

By-law 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.

By-law 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.

By-law 9 - Depositing rubbish and other material on common property

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

By-law 10 - Drying of laundry items

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

By-law 11 - Cleaning windows and doors

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

By-law 12 - Storage of inflammable liquids and other substances and materials

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

By-law 13 - Moving furniture and other objects on or through common property

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

By-law 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.

By-law 15 - Garbage disposal

An owner or occupier of a lot:

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

By-law 16 - Keeping of animals

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

By-law 17 - Appearance of lot

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


By-law 18 - Notice board

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

By-law 19 - Change in use of lot to be notified

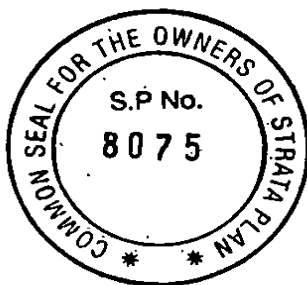
An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being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

The seal of The Owners – Strata Plan No. 8075
was affixed on 06 September 2017
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: Don Barrera

Authority: Duly Authorised Officer



Approved Form 10

Certificate re Initial Period

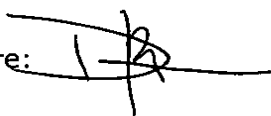
The owners corporation certifies that in respect of the strata scheme:

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. 8075
was affixed on 06 September 2017
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: Don Barrera

Authority: Duly Authorised Officer



Lodger Details

Lodger Code 502740G
Name GRACE LAWYERS PTY LIMITED
Address L 5, 287 ELIZABETH ST
SYDNEY 2000
Lodger Box 1W
Email GUY.BARKER@GRACELAWYERS.COM.AU
Reference 212063 (SP8075)

Land Registry Document Identification

AR862572

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP8075	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP8075
Other legal entity

Meeting Date

24/08/2021

Added by-law No.

Details SPECIAL BY-LAW 9

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP8075

Signer Name JESSICA BATES

Signer Organisation GRACE LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 03/02/2022

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional
pages to the top left-hand corner.

**Strata Schemes Management Act 2015
Real Property Act 1900**

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/SP8075				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8075</td></tr></table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8075	<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 C/- Gilbey Burgess Strata Management PO BOX 147 MANLY NSW 1655 Ph: 9907 0006 Reference: SP8075				
CODE CH					

- (C) The Owners-Strata Plan No. 8075 certify that a special resolution was passed on 24/8/2021
- (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 9
Amended by-law No. NOT APPLICABLE
as fully set out below:
Please see attached Annexure "A" hereto.

- (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 "A" .
- (G) The seal of The Owners-Strata Plan No. 8075 was affixed on 27/10/2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____
Name: Carolynne Pitt
Authority: Strata Managing Agent

Signature: _____
Name: _____
Authority: _____



Strata Plan 8075 – 17 Frazer St, Collaroy
Annexure “A”

SCHEDULE 2 - By-laws for pre-1996 strata schemes
(Clause 35)

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

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


5 Damage to common property

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

Note: This by-law is subject to sections 109 and 110 of the *Strata Schemes Management Act 2015*.

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

The Common Seal of **The Owners - Strata Plan No. 8075** was hereunto affixed on 27th October, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the affixing of the seal.

.....




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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

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

An owner or occupier of a lot:

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

16 Keeping of animals

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

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

17 Appearance of lot

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

18 Notice board

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

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).

SPECIAL BY-LAW No. 1

Common Property Rights By-Law (All Lots)

1. Introduction

1.1 This is a common property rights by-law.

1.2 The purpose of this by-law is to:

- (a) GRANT the Owner special privileges in respect of the common property to carry out and to keep the Works carried out;
- (b) CONFER on the Owner, the right to keep and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property;
- (c) REGULATE the repair, maintenance and replacement obligations under this by-law; and
- (d) INDEMNIFY the Owners Corporation.

2. Definitions & Interpretation

2.1 Definitions

In this by-law:

- (a) "**Act**" means the *Strata Schemes Management Act, 2015 (NSW)*.
- (b) "**Building**" means the building(s) situated 17 Frazer Street COLLAROY NSW 2097.
- (c) "**Claims**" means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connected with the Works which may be claimed against the Owners Corporation.
- (d) "**Conditions**" means the conditions specified in Clause 4.
- (e) "**Insurances**" means:
 - (i) Contractors' All Risks insurance cover taken out with a reputable insurer on terms approved by the Owners Corporation incorporating cover against public risk in respect of claims for death, injury accident and damage occurring in the course of or by reason of the Works or their repair, maintenance or replacement;
 - (ii) Workers' compensation insurance;
 - (iii) Insurances under the *Home Building Act, 1989* (where required); and
 - (iv) Public liability insurance for the amount of \$20,000,000.00.
- (f) "**Lot**" means any and all lots in the Strata Scheme.
- (g) "**Major Renovations**" means works that:
 - (I) involve structural changes;
 - (II) change the external appearance of a Lot;
 - (iii) detrimentally affect the safety of a Lot or common property including fire safety systems;
 - (iv) involve waterproofing or plumbing or exhaust system(s); and/or
 - (v) are on the common property, for clarity, works that add to, alter or erect a structure on the common property,

as are more particularly described in the Scope of Works.

- (h) "**Owner**" means the owner of the Lot.
- (i) "**Owners Corporation**" means the owners corporation created on registration of the Strata Scheme.

- (j) **"Scope of Works"** means a comprehensive description of the specific Major Renovations proposed to be carried out by the Owner.
- (k) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 8075.
- (l) **"WH & S Law"** means any work, health and safety law including the *Work Health and Safety Act, 2011 (NSW)* and the *Work Health and Safety Regulation, 2011 (NSW)*.
- (m) **"Works"** means the works to be carried out to a respective Lot and common property for and in connection with the Major Renovations for that Lot and the making good of lot and common property (including the Lot) damaged by the above works (if any) and the repair, maintenance and replacement, and/or removal, if necessary, of the above works, all such works to be carried out strictly in accordance with the provisions of this by-law.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act or the *Strata Schemes Development Act, 2015 (NSW)* respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency; and
- (k) reference to Works includes, where relevant, any ancillary equipment, fittings, applications (including waterproofing), finishes and other componentry of the Works whatsoever and any obligation under this by-law in respect of the Works applies to such ancillary equipment, fittings, applications (including waterproofing) and other componentry.

3. Grant of special privileges

The Owner shall have the special privilege in respect of the common property to install and to keep the Works on the terms and conditions of this by-law. For clarity, the Owner has the special privilege and the responsibility to repair and maintain (and, if necessary, replace) the Works and any affected common property.

4. Conditions

4.1 Before commencement of the Works

Before commencing the Works, the Owner shall, at its own cost:

- (a) **(information)** provide to the Owners Corporation:

- (i) a Scope of Works;
- (ii) diagrams depicting the location of all parts of the Works; and
- (iii) information specifying the proposed location, method of installation (for example, method of waterproofing), type, design, size and sound-rating and/or acoustic performance of the Works; and
- (iv) other information including plans, certifications, where requested by the Owners Corporation;
- (b) **(approvals from Authorities)** obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation;
- (c) **(submit a common property rights by-law)** submit for the approval of the Owners Corporation a common property rights by-law (together with any other requisite special resolutions) in respect of the Works (and incorporating the provisions of this by-law) in terms of the document attached at **Annexure "A"**;
- (d) **(consent)** give its written consent to:
 - a. the making of this by-law in terms of the document set out in the form of consent in Annexure "A";
 - b. the repair and maintenance responsibilities imposed or conferred by this by-law; and
 - c. pay the costs referred to in paragraph (e) below;
- (e) **(extraordinary general meeting)** agree to pay for the strata managing agent to convene, hold and attend an extraordinary general meeting to approve the Works;
- (f) **(Insurances)** effect and maintain Insurances and provide a certificate of currency for the duration of the Works to the Owners Corporation;
- (g) **(work hours, work methods and disposal of debris)** give details of work hours, work methods and disposal of debris;
- (h) **(advise on all matters)** give advice on all matters likely to affect residents or their services;
- (i) **(notice)** provide to the strata committee and all residents at the Strata Scheme at least forty-eight (48) hours notification of the intended start date of the Works; and
- (j) **(written authorisation)** having complied with all of the above, obtain the written authorisation of the Owners Corporation to commence the Works and in this regard, the strata committee is expressly authorised to so authorise.

4.2 Compliant Works

Despite anything set out in this by-law, to be compliant with this by-law, the Works must:

- (a) **(comply with Council and laws)** comply with any specifications of Council or restrictions on the permitted hours of use and all applicable laws;
- (b) **(structural & fire certification)** if requested by the Owners Corporation, have certification from a duly qualified engineer approved by the Owners Corporation that the Works do not compromise the structural integrity or the fire safety systems of the Building, a copy of such certification to be provided to the Owners Corporation at the cost of the Owner within seven (7) days of the installation of the Works;
- (c) **(waterproofing certification)** without derogating from the generality of the foregoing or anything else set out in this by-law, be certified by a duly qualified installer as achieving the waterproofing standards set out in the The Building Code of Australia and the Australian Standards and the Owners shall provide the Owners Corporation with a copy of such certificate within seven (7) days of the completion of the Works;
- (d) **(utilities)** have any utilities or other services required to operate the Works connected to the respective lot's supply or account;
- (e) **(no nuisance)** not cause any nuisance or other disturbance to an Owner or occupier of another Lot or neighbouring properties and the respective Owner shall ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property (including the Lot);
- (f) **(domestic type)** be manufactured and designed for domestic use;
- (g) **(Authority's requirements)** have any approval, certification or other requisite documentation of any Authority and the Owner must strictly comply with the requirements, conditions and restrictions of any such approval, certification or other requisite documentation; and
- (h) **(warranty)** have requisite warranties.

4.3 Installation, repairs & maintenance

The Owner, when carrying out or effecting maintenance and repair (and replacement or removal, if necessary) of the Works or common property affected by the Works, shall:

- (a) use duly licensed and insured employees, contractors and/or agents;
- (b) ensure compliance with the requirements of any Authority;
- (c) ensure compliance with the requirements of the Owners Corporation (including its agents/employees/strata committee);
- (d) ensure compliance with the current Australian Building Codes and Standards and WH & S Law;
- (e) ensure they are conducted expeditiously with a minimum of disruption;
- (f) ensure they are conducted in a proper and workmanlike manner;
- (g) effect and maintain the Insurances;
- (h) preserve the structural, fire and waterproofing integrity of the Building;
- (i) protect all affected areas of the Building from damage;
- (j) not store any items on or otherwise use any area of the common property except as may be permitted by this by-law or in writing by the Owners Corporation;
- (k) clean and leave free from debris all areas of Lot and common property on a daily basis; and
- (l) be responsible for the Owner's employees, contractors and/or agents compliance with the requirements of this by-law.

4.4 Owner liable & Ownership

- (a) The Owner remains liable for any loss or damage to any lot or common property (including the Lot) arising howsoever out of or in connection with the Works including their use.
- (b) The Works remain the property of the Owner exclusively serviced by them. For the avoidance of doubt, the Owner shall be responsible to effect and maintain proper insurances in respect of its property.

4.5 Indemnity

The Owner indemnifies and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of property or personal injury or death arising out of or in connection with the Works or their use, maintenance, repair or replacement or the requirements of any governmental authority for or in respect of them.

4.6 Access for inspection

The Owner shall provide to the Owners Corporation or its nominated representative(s) access, on a once-off basis, to inspect the Lot within twenty-four (24) hours of a request from the Owners Corporation, to assess compliance with this by-law.

5 Breach of this by-law

If the Owner breaches any term or condition of this by-law or if the Works contravene the requirements of any Authority, the Owners Corporation may, without prejudice to its other rights and remedies enter upon the Lot and have any necessary work carried out and recover the cost of such work from the Owner (such costs to bear simple interest at an annual rate of 10% if unpaid within one (1) month of demand by the Owners Corporation) and recover as a debt those costs together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts. Amounts due under this clause may be included in a Strata Information Certificate issued in connection with the Lot.

6 Applicability

This by-law binds and enures to the benefit of any and all future owners of the Lot.

Annexure "A" Form of Special Resolution & Common Property Rights By-law

MOTION< >

The Owners - Strata Plan No 8075 SPECIALLY RESOLVE pursuant to Section 108 of the *Strata Schemes Management Act, 2015* (NSW) for the purposes of improving or enhancing the common property, to specifically authorise the additions to and alterations of the common property by as set out in the by-law the subject of the next succeeding motions.

MOTION<>

The Owners - Strata Plan No 8075 SPECIALLY RESOLVE pursuant to Section 141(1) of the *Strata Schemes Management Act, 2015* (NSW) ("*SSMA*") to make an additional by-law as set out below.

MOTION<>

Subject to the preceding motions being passed, The Owners - Strata Plan No 8075 SPECIALLY RESOLVE pursuant to Sections 142 and 143 of the *Strata Schemes Management Act, 2015* (NSW) to make a common property rights by-law in the following terms:

SPECIAL BY-LAW NO< > Common Property Rights By-law (Works for Lot No)

The provisions of Special By-law No are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

- (a) the definition of "Lot" as follows:
 - i. "Lot" means lot in the Strata Scheme; and
- (b) the definition of "Scope of Works" as follows:
 - i. "Scope of Works" means the following scope of works:

FORM OF CONSENT - BLANK PRO-FORMA

The Registrar General
Land & Property Management Authority Land & Property Information
1 Prince Albert Road SYDNEY NSW 2000

SPECIAL BY-LAW NO ... I COMMON PROPERTY RIGHTS BY-LAW (ALL LOTS) STRATA SCHEME SP8075
17 Frazer Street COLLAROY NSW 2097
CONSENT PURSUANT TO SECTIONS 143(1) & 108(5) of the *Strata Schemes Management Act,*
2015 (NSW)

I/we the Owner(s) of Lot hereby:

- (a) CONSENT to the making of Special By-law No proposed to be made at the
*extraordinary/*annual general meeting on or at any adjournment of that meeting
and the conferring or imposition on me/us of the ongoing responsibility to repair and maintain the works set
out in the Scope of Works to be carried out by me/us to my/our Lot and exclusively servicing my/our Lot on
the terms and conditions set out in Special By-law No ;
and
(b) UNDERTAKE to comply with Special By-law No

Dated:

Signature of the Owner of Lot

Name of the Owner of Lot

Signature of the Owner of Lot

Name of the Owner of Lot

(*Delete where not applicable)

Cc: The Secretary

The Owners - Strata Plan No 8075

SPECIAL BY-LAW No. 2

Works Lot 22

The provisions of Special By-law No 1 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

(a) the definition of "Lot" as follows:

i. **"Lot"** means lot 22 in the Strata Scheme; and

(b) the definition of "Scope of Works" as follows:

i. **"Scope of Works"** means the following scope of works:

1. in respect of the bathroom of the Lot, the full strip-out of all wall and floor tiles and other fixtures and fittings (ceiling excepted) and replacement with new tiles, hard surface flooring, fixtures and fittings (including a new bath) as set out in Manly Warringah Budget Bathrooms Pty Ltd quotation no 755 a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law. See Annexure B

SPECIAL BY-LAW NO 3

WORKS LOT 11

The provisions of Special By-law No 1 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

(a) the definition of "Lot" as follows:

i. **"Lot"** means lot 11 in the Strata Scheme; and

(b) the definition of "Scope of Works" as follows:

i. **"Scope of Works"** including the following scope of works:

1. in respect of the kitchen, bathroom and laundry of the Lot, the full strip-out of all wall and floor tiles and other fixtures and fittings (including ceilings) and replacement with new tiles, hard surface flooring, fixtures and fittings;
2. the laying of new tiles on the balcony and the replacement of balcony sliding doors;
3. removal and replacement of carpet, flooring and window furnishings;
4. installation of new ceilings and downlights; and
5. installation of a new ceiling fan to the main bedroom,
6. See Annexure A

and such other works as set out in Mike Smit Constructions Pty Ltd scope of works dated 27th May 2017 a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law.

ANNEXURE A

MIKE SMIT CONSTRUCTIONS

27 May 2017

Mason + Brophy
13/818 Pittwater Road
Dee Why NSW 2099

To Whom it may concern

Re: 11/17 Frazer Street Collaroy – Scope of Works

Proposed renovation works for the above address to be carried out immediately upon approval.

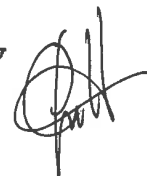
- Removal of existing bathroom, kitchen + laundry
- Removal of carpet, vinyl flooring and window furnishings
- Removal of wardrobes and electrical fittings
- Hang new ceilings with LED downlight fittings and new ceiling fan to main bedroom
- Install new bathroom, tiles and fittings
- Install new Kitchen, laundry and robes
- Install new carpet to bedrooms and vinyl/laminate floor boards to living and kitchen
- Lay new tiles on balcony
- Replace balcony doors with the same Aluminium sliding door unit to match existing building
- Paint throughout and new window furnishings
- No structural changes are being proposed.

If you have any queries regarding our scope of works please contact me directly 0417 548 887

Kind Regards,



Alanna Smit
Designer + Project Manager



Mike Smit Constructions Pty Ltd
A 88 Lymington Road Newport NSW 2106
M 0425 365 598
F 02 9397 5855
E info@mikesmitconstructions.com.au
License No 124614C AOM 33208 141 334

SPECIAL BY-LAW NO 4

Pre-meeting electronic/postal ballot voting (extraordinary general meetings)

THE OWNERS - STRATA PLAN NO 8075 hereby adopt pre-meeting voting by means of email or other electronic means on each and every matter which the owners corporation (not being an election) is to determine at any and all extraordinary general meetings held by the Owners Corporation, such votes to be sent to the secretary or the strata managing agent of the Owners Corporation via email. For clarity, all motions at any extraordinary general meeting may be determined wholly by pre-meeting electronic voting.

SPECIAL BY-LAW No. 5

Delegation to strata committee – Minor Renovation proposed by S.C.

BY-LAW FOR DELEGATION TO STRATA COMMITTEE FOR MINOR RENOVATIONS THAT THE

OWNERS - STRATA PLAN 8075 **SPECIALLY RESOLVED** pursuant to Sections 136 and

141 of the Strata Schemes Management Act, 2015 (NSW) (the "Act") for the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of a strata scheme, to make this additional by-law to specifically permit the Owners Corporation to delegate its functions under 110(6) of the Act to the strata committee. For clarity, this by-law permits the strata committee to approve "minor renovations" as defined in the Act.

SPECIAL BY-LAW No. 6

Works Lot 10

The provisions of Special By-law No 1 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

- (a) the definition of "Lot" as follows:
 - i. **"Lot"** means lot 10 in the Strata Scheme; and
- (b) the definition of "Scope of Works" as follows:
 - i. **"Scope of Works"** means the following scope of works:

Renovations to the bathroom of the Lot, including the full strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings (including cornices) and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (including cornices) as more particularly set out in Manly Warringah Budget Bathrooms Pty Ltd's Quote No. 5034 dated 31st January 2019, a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law.

SPECIAL BY-LAW No. 7

Works Lot 6

The provisions of Special By-law No 1 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

- (a) the definition of "Lot" as follows:
 - i. **"Lot"** means lot 6 in the Strata Scheme; and
- (b) the definition of "Scope of Works" as follows:
 - i. **"Scope of Works"** means the following scope of works:

Renovations to the bathroom of the Lot, including the full strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings as more particularly set out in Manly Warringah Budget Bathrooms Pty Ltd's Quote No. 5039 dated 8th February 2019, a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law.

SPECIAL BY-LAW No. 8

Works Lot 12

The provisions of Special By-law No 1 are adopted for the purposes of this by-law as if fully set out herein with the exception of the amendment of:

- (a) the definition of "Lot" as follows:
 - i. **"Lot"** means lot 12 in the Strata Scheme; and
- (b) the definition of "Scope of Works" as follows:
 - i. **"Scope of Works"** means the following scope of works:

Renovations to the bathroom of the Lot, including the full strip-out of all waterproofing, wall and floor tiles and other fixtures and fittings (including cornices) and replacement with new waterproofing, wall and floor tiles, and other fixtures and fittings (including cornices) as more particularly set out in Manly Warringah Budget Bathrooms Pty Ltd's Quote, a copy of which was tabled at the meeting at which this by-law was passed and may be attached to this by-law.

SPECIAL BY-LAW No. 9

NO SMOKING

1. The owner or occupier of a lot must not smoke nor allow smoking within the lot or within the common property.
2. Without limiting paragraph (1), the owner or occupier of a lot must not allow any invitee to his lot (including tradesperson) to smoke within the lot or upon the common property.

The Common Seal of **The Owners - Strata Plan No. 8075** was hereunto affixed on 27th October, 2021 in the presence of GILBEY BURGESS STRATA MANAGEMENT PTY LIMITED being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

.....




Northern Beaches Council Planning Certificate – Part 2

Applicant: Cheryl Singer & Associates
43 Lawson Parade
ST IVES NSW 2075

Reference: CS:C383: Gatto Sale
Date: 07/08/2023
Certificate No. ePLC2023/04891

Address of Property: 8/17 Frazer Street COLLAROY NSW 2097
Description of Property: Lot 8 SP 8075

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) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

(c) 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

(d) 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.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#)

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D 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*.

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under [*State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008*](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

- (b) 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
- (c) 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 section—

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

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

7. 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.

8. 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.

9. Flood related development controls

- (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 not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

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.

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

- (a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on

this land under Clause 6.1 of the WLEP 2011.

Land Slip Risk Map - Area E

The land is identified as being on the *Warringah Local Environmental Plan 2011* - Landslip Risk Map as Area E. 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

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust 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).

17. 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*).

18. 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.

19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) not shown on the [Obstacle Limitation Surface Map](#), or
- (d) not in the “public safety area” on the [Public Safety Area Map](#), or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of [State Environmental Planning Policy \(Housing\) 2021](#).

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of [State Environmental Planning Policy \(Housing\) 2021](#).

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

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

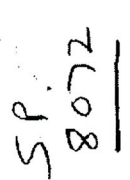
(e) the land to which the certificate relates is not the subject of a site audit statement

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



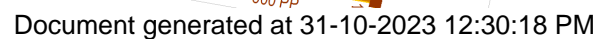
Scott Phillips
Chief Executive Officer

07/08/2023



Doc 14.1974

This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



Page 1

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

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Robert Gatto and Maria Gatto
Purchaser:
Property: 8/17 Frazer St, Collaroy NSW 2097
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 Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property 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 (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 Properties 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?
 - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. In relation to any swimming pool on the property or the parcel:
 - (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* and *Local Government Act 1993*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* 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* 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.
- 18.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any resumption or acquisition or proposed resumption or acquisition?
 - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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