

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 69421070	NSW DAN:
vendor's agent	Upstate Estate Agents Suite 15, Level 1 888 Pittwater Road DEE WHY NSW 2099		Phone: 99719000 Fax: Ref: Lachlan Yeates
co-agent			
vendor	Chrissie Harley 2 4 Narrabeen Street NARRABEEN NSW 2101		
vendor's solicitor	Lawmark Solicitors & Notaries Suite 2310, Q2 4 Daydream St WARRIEWOOD NSW 2102		Phone: 02 9979 7321 Fax: (02) 9979 7324 Ref: 3175
date for completion	42 days after the contract date	(clause 15)	Email: anna@lawmark.com.au
land	2/4 Narrabeen Street NARRABEEN NSW 2101 (Address, plan details and title reference)		
	Lot 2 in Strata Plan 64258 2/SP64258		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" 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 checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Outdoor shed, outdoor cupboard, BBQ.
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

3175

69421070

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

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Robinson Strata Management
PO Box 280 FRESHWATER NSW 2096

Ph: 9907500
strata@robinsonstrata.com.au

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **2/4 Narrabeen Street, Narrabeen**, from **Chrissie Harley** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Chrissie Harley** and am not employed in the legal practice of a solicitor acting for **Chrissie Harley** nor am I a member or employee of a firm of which a solicitor acting for **Chrissie Harley** is a member or employee; and
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, i.e. that 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

Chrissie Harley

(Vendor)

And

(Purchaser)

1. Notwithstanding any other provision in the Contract to the contrary:-

- 1.1** Clause 7.1.1 replace '5%' with '1%'.
- 1.2** Clause 8.1 was amended by deleting the words 'on reasonable grounds'.
- 1.3** Clause 16.5 was amended by deleting the words 'plus another 20% of that fee'.
- 1.4** Clause 16.8 replace '\$10' with '\$5'.

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

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 8% 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 effected. 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 fault of the Vendor.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than

the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The property does not have a swimming pool.

9. Deposit

Notwithstanding anything to the contrary contained elsewhere within this Contract, if the Vendors agree to accept payment of the deposit by instalments the deposit will be payable as follows:-

- (a) as to the sum of \$ _____ on the date of this contract/prior to the expiry of the Cooling off Period;
- (b) as to the balance of \$ _____ on the earlier of the two dates being the date of completion or the date upon which the Vendors issue a Notice of Termination of Contract as a result of any breach of the terms and conditions of the Contract by the Purchasers.
- (c) the Purchaser agrees that the amount referred to in (b) shall not be construed in any way as a penalty.
- (d) any interest earned on the deposit is paid to the Vendors.

If the Purchaser fails to pay the sum on demand by the Vendor, the Vendor may recover the balance of deposit from the Purchaser as a debt. This clause shall not merge on completion.

10. Requisitions on Title

- (a) Annexed hereto are Requisitions on Title;
- (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).



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP64258

SEARCH DATE	TIME	EDITION NO	DATE
16/6/2020	9:07 AM	2	4/1/2001

LAND

LOT 2 IN STRATA PLAN 64258
AT NARRABEEN
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

CHRISSIE HARLEY (T 7321303)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP64258
2 SP64258 POSITIVE COVENANT

NOTATIONS

NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND COMPRISED IN THIS FOLIO.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 16/06/2020 09:07:29

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP64258

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/6/2020	9:07 AM	10	22/7/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64258
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NARRABEEN
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP64258

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 64258
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- ROBINSON STRATA MANAGEMENT
PO BOX 280
FRESHWATER
NSW 2096

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 6074822 COVENANT
- 4 SP64258 POSITIVE COVENANT
- 5 8101382 CHANGE OF BY-LAWS
- 6 AA932383 CHANGE OF BY-LAWS
- 7 AB908187 CHANGE OF BY-LAWS
- 8 AG954768 CHANGE OF BY-LAWS
- 9 AI802797 CHANGE OF BY-LAWS
- 10 AI921471 CHANGE OF BY-LAWS
- 11 AJ389844 CHANGE OF BY-LAWS
- 12 AK612925 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 64258

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 96	2	- 93	3	- 87	4	- 77
5	- 77	6	- 111	7	- 98	8	- 91

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP64258

PAGE 2

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

STRATA PLAN 64258

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 136	10	- 134				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

3175

PRINTED ON 16/6/2020

* 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.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1977
AND SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 3 sheets)

SP64258

Subdivision of Lot 1 in
Deposited Plan 1019076
covered by Council
Certificate No. 1677/2000

PART 1

Full name and address of
the proprietor of the land:

Gwynvill Trading Pty Limited
c/o Suite 1 1073 Pittwater Road,
COLLARROY BEACH NSW 2097

1. Identity of Positive Covenant
Firstly Referred
to in abovementioned Plan:

Positive Covenant

Schedule of Lots etc. Affected

Lots Burdened
Each Lot



Lots, Name of Road or Authority Benefited
Warringah Council

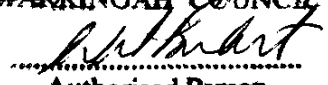
PART 2

**1. TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO
IN THE ABOVEMENTIONED PLAN**

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

1. The registered proprietor will:
 - (a) keep the structure and works clean and free from silt, rubbish and debris
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
3. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

WARRINGAH COUNCIL

Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1977
AND SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 3 sheets)

PLAN: SP 64258

Subdivision of Lot 1 in
Deposited Plan 1019076
covered by Council
Certificate No. 1677/2000

PART 2 cont.

4. Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- (i) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 3 hereof
 - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonable incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonable estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "A" (or alternatively as detailed on the plans approved by Council No: 720 DA) including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

The Authority empowered to release, vary or modify the positive covenant created hereby shall be Warringah Council.



WARRINGAH COUNCIL


.....
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 7(3)
OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1977
AND SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 3 sheets)

PLAN: SP 64258

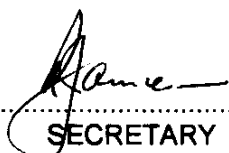
Subdivision of Lot 1 in
Deposited Plan 1019076
covered by Council
Certificate No. 1677/2000

THE COMMON SEAL of
GWYNVILL TRADING
PTY LIMITED

was hereunto affixed by authority of
the Directors previously given and in
the presence of:

)
)
)
)
)
)





.....
SECRETARY


.....
DIRECTOR

Approved by Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person

.....
The General Manager/ Authorised Person

REGISTERED   11-12-2000

STRATA PLAN FORM 1

Share Certificate

Warriagh
I hereby certify that the above named person is the registered owner of the share described in the Schedule of Unit Entitlement attached to this certificate and that the share is free from all encumbrances and is not subject to any other charge or interest.

Share Certificate

PAUL BARRY BYRNE
I hereby certify that the above named person is the registered owner of the share described in the Schedule of Unit Entitlement attached to this certificate and that the share is free from all encumbrances and is not subject to any other charge or interest.

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1019076

SP64258

L.C.A. WARRIAGH SUBDIVISION: NARRAREEN

PARISH: MARY COVE COUNTY: QUEENSLAND

Registered 11/12/2000

Purpose: STRATA PLAN

Ref Map: U2767-79

Est Plan: DP 1019076

Name of, and address for, service of notices on, the strata corporation:
NARRAREEN STRATA CORPORATION
NARRAREEN N.S.W. 280

THE OWNERS
STRATA PLAN NO. 64258
NARRAREEN STRATA CORPORATION
NARRAREEN N.S.W. 280

FOR LOCATION PLAN SEE SHEET 2

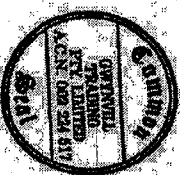
Signatures, seals and statements of witnesses to create statement, registration on the day of land or positive covenant.

PURSUANT TO SECTION 88B OF THE (CONSTITUTION ACT 1901 AND SECTION 719) OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1971, IT IS INTENDED TO CREATE:

1. POSITIVE COVENANT

Director

[Signature]
Director



SCHEDULE OF UNIT ENTITLEMENT

LOT NUMBER	UNIT ENTITLEMENT
1	99
2	99
3	99
4	99
5	99
6	99
7	99
8	99
9	99
10	99
11	99
12	99
13	99
14	99
15	99
16	99
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92	99
93	99
94	99
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96	99
97	99
98	99
99	99
100	99

1. FROM NORTH FACE OF WALL
2. FROM EAST FACE OF WALL
3. FROM WEST FACE OF WALL
4. FROM POSITION OF EAST FACE OF WALL
5. FROM POSITION OF WEST FACE OF WALL
6. FROM POSITION OF NORTH FACE OF WALL

D. P. 12926

D. P. 317998

D. P. 12926

NARRABEEN

STREET

Reduction Ratio: 200

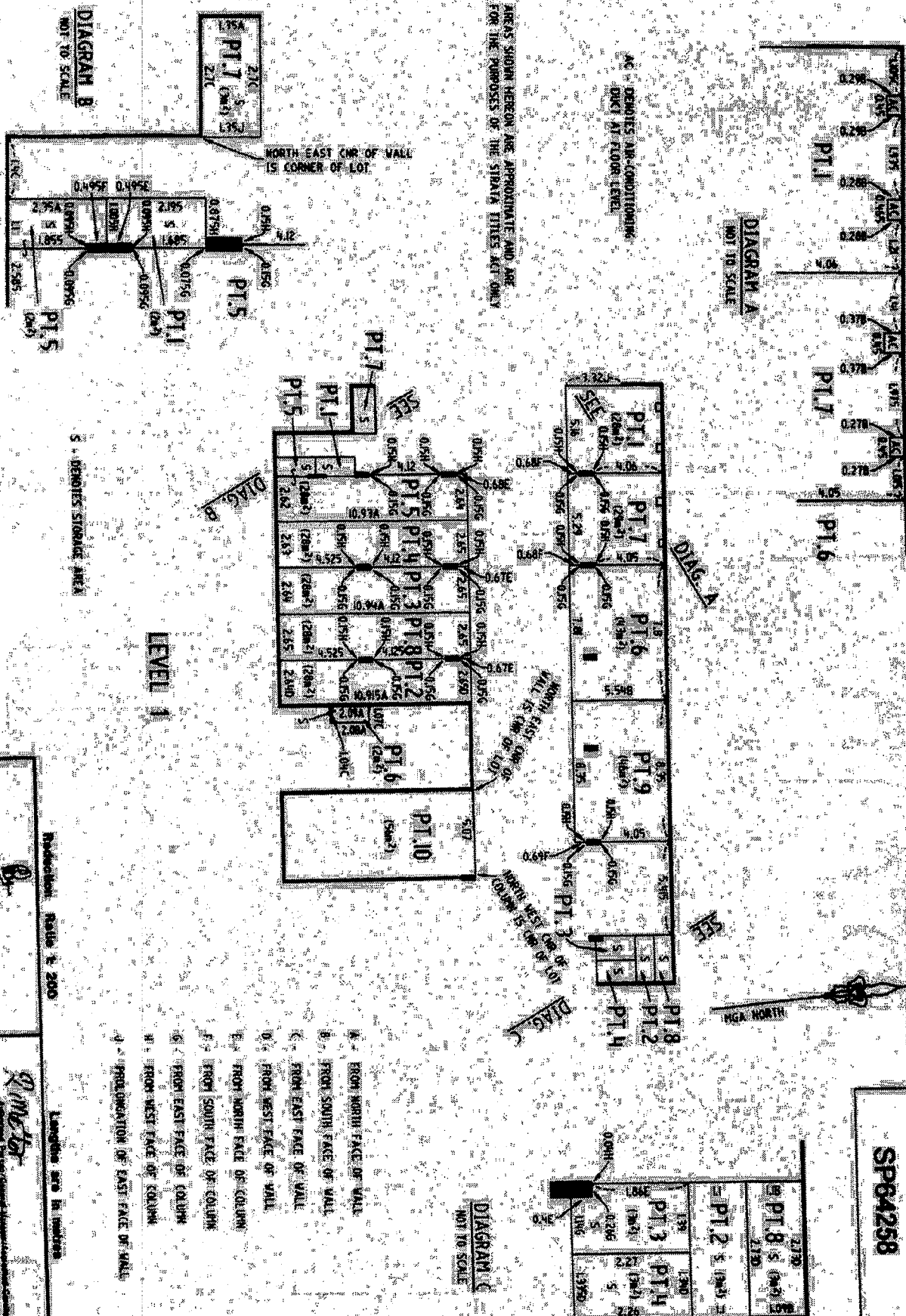
Leaders are in numbers

R. munda

SURVEYOR'S REFERENCE

06615 5 15346

16A NORTH

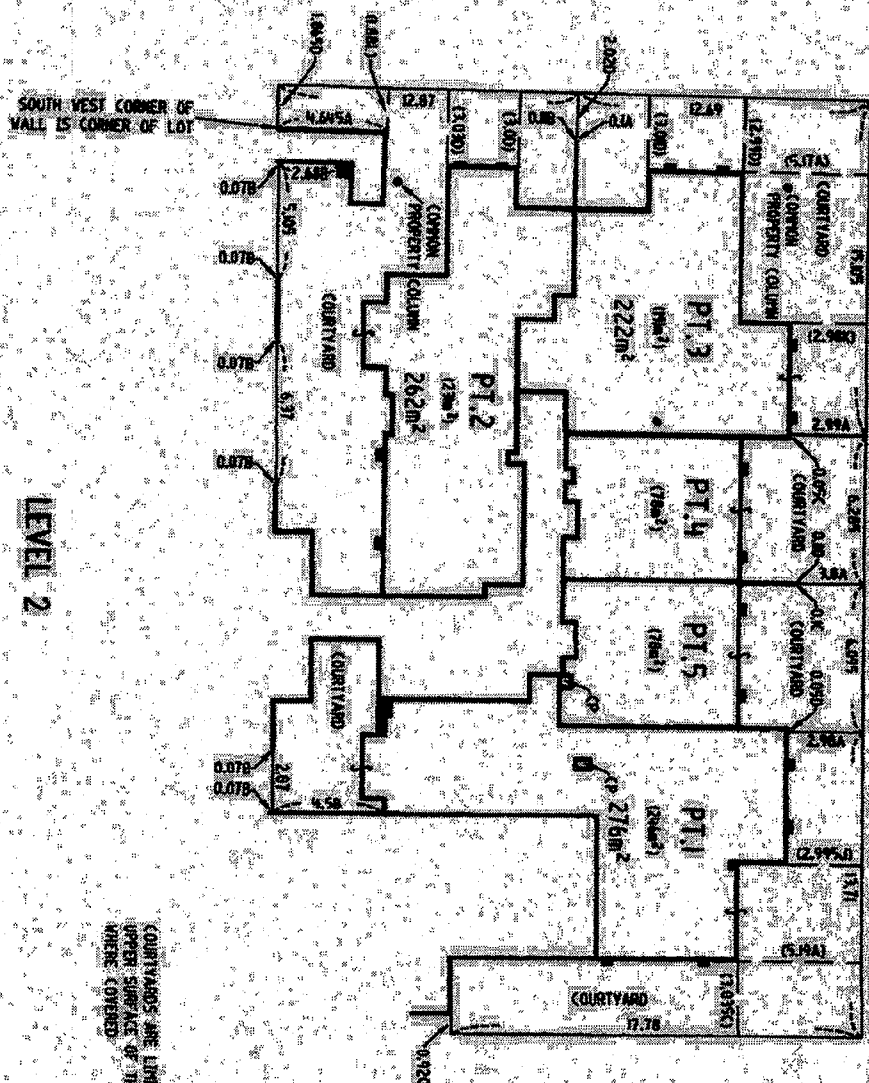


8065 51536

Landings are in millions

Q. m. 4

SP64258



LEVEL 2

COURTARDS ARE LIMITED IN HEIGHT TO 3 BELOW AND 2.6 ABOVE THE UPPER SURFACE OF THE FLOORS OF THEIR ADJOINING UNITS EXCEPT WHERE COVERED.

- A. FROM NORTH FACE OF WALL
B. FROM SOUTH FACE OF WALL
C. FROM EAST FACE OF WALL
D. FROM WEST FACE OF WALL
E. POLYMERIZATION OF EAST FACE OF WALL
F. POLYMERIZATION OF WEST FACE OF WALL
G. POLYMERIZATION OF NORTH FACE OF WALL

Production Rate 3 200

Language arts in motion

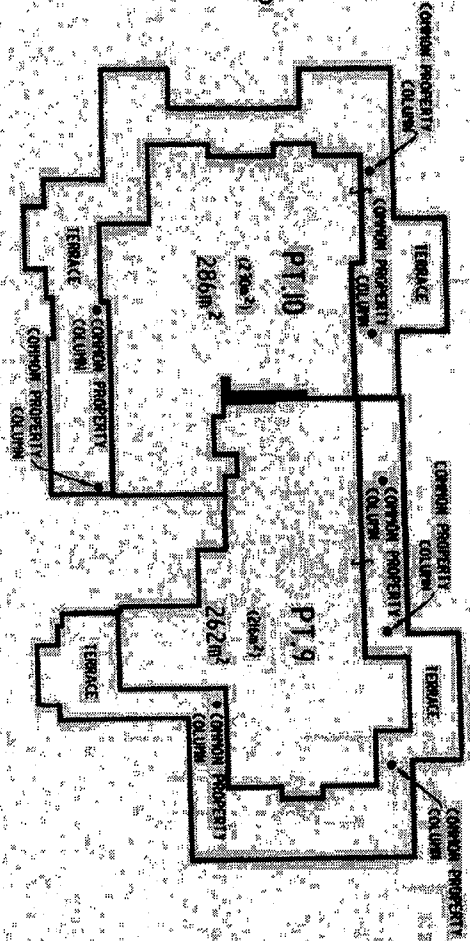
© Melior
INVENTED 1905

SURVEYORS REFERENCE

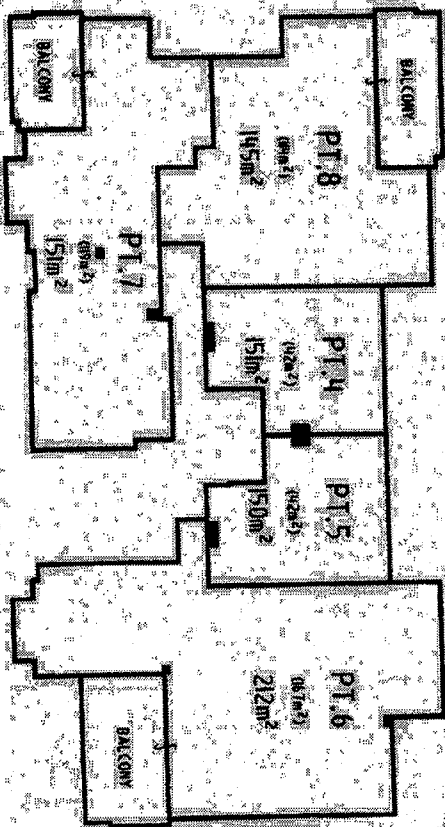
BOAT 5 **ISSUE C**

TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED



LEVEL 4



LEVEL 3

Reduction Ratio 1:200

Lengths are in meters

SUPERVISOR'S REFERENCE: 885 S ISSUE

R. M. M. M.

AREAS SHOWN HEREON ARE APPROXIMATE AND ARE
 FOR THE PURPOSES OF THE STRATA TITLES ACT ONLY.

SP64258

Form: 97-011

Licence: 10V/0096/96

Edition: 9804

TRANSFER

New South Wales

Real Property Act 1900



INCLUDING COVENANT

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

If appropriate, specify the part or share transferred
Folio Identifiers 4/12926 and 5/12926

(B) LODGED BY

LTO Box

Name, Address or DX and Telephone

Eakin McCaffery Cox DX 1069

879W

Sydney

Reference (optional):

CODES

T

TS (\$713)

TW (Sheriff)

(C) TRANSFEROR

JOHN FRANK REID and BARBARA JOAN REID

NEW SOUTH WALES DUTY

06-08-1999

0000063177-001

SECTION 18(2)

DUTY

\$ *****2.00

(D) The transferor acknowledges receipt of the consideration of \$1,250,000 and as regards the land specified above transfers to the transferee an estate in fee simple.

(E) Encumbrances (if applicable): 1. 2. 3.
and the transferee covenants with the transferor as set out in Annexure "A".

(F) TRANSFEREE

SOLCOAT PTY LIMITED (ACN 064 191 475)

(G) TENANCY:

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE:

De No. 1026
6 AUGUST 1999

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

Signature of witness:

Signature of transferor:

For execution by the Transferor, refer to Annexure "A"
Name of witness:

Address of witness:

Signed in my presence by the transferee who is personally known to me.
The COMMON SEAL of SOLCOAT PTY LIMITED
was affixed hereto in the presence of:

~~Signature of witness~~

Signature of transferee:

~~Name of witness~~

Karolyn M. M. M.
Secretary


DIRECTOR

~~Address of witness~~

If signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name and capacity below:

All handwriting must be in block capitals.

A set of notes on this form (97-01T-2)
is available from the Land Titles Office.

Page 1 of 3
number additional pages sequentially

Checked by (LTO use):

CV

"A"

This is the annexure "A" to the transfer in respect of the land in Volume 10454 Folio 26
between John Frank Reid and Barbara Joan Reid as transferor and Solcoat Pty
Limited ACN 064 191 475 as transferee and dated 6 August 1999

1. Interpretation

In this instrument:-

the Land means Lots 4 and 5 in Deposited Plan 12926,

the Transferee means Solcoat Pty Limited ACN 064 191 475 and its successors,
administrators and assigns,

the Transferor means John Frank Reid and Barbara Joan Reid and their successors,
executors and administrators.

2. The Transferee covenants with the Transferor that the Transferee will not use or
permit to be used the Land or any part of it for the purpose of a timber yard.

3. For the purposes of Section 88 of the Conveyancing Act 1919:-

(a) the land which is subject to the burden of this restriction is Lots 4 & 5 in
Deposited Plan 12926.

(b) the persons having the right to release, vary or modify the restriction contained
in this instrument are the Transferor and the Transferee jointly.

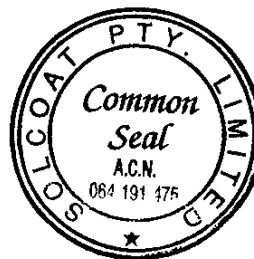
X JFR Reid

X BJR Barbara Joan Reid

X [Signature]
DIRECTOR

X witness [Signature]

X [Signature]
Secretary



Executed as a Deed

We certify this dealing correct for the purposes of the Real Property Act, 1900.

SIGNED SEALED and DELIVERED)
by the said **JOHN FRANK REID** in the)
presence of:)

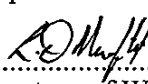

.....
Signature of Witness

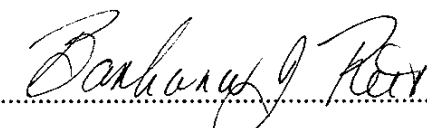

.....

LESLIE DENIS MANSFIELD
.....
Full Name of Witness

5 COORA AVE, BELROSE 2085
.....
Address of Witness

SIGNED SEALED and DELIVERED)
by the said **BARBARA JOAN REID** in the)
presence of:)


.....
Signature of Witness

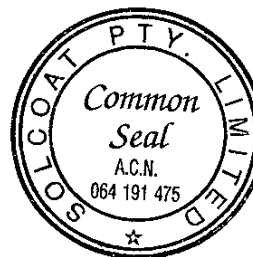

.....

LESLIE DENIS MANSFIELD
.....
Full Name of Witness

5 COORA AVE, BELROSE 2085
.....
Address of Witness

THE COMMON SEAL of SOLCOAT)
PTY LIMITED ACN 064 191 475 was)
affixed hereto in accordance with its)
articles of association in the presence of:)


.....
Signature of Director/Secretary




.....
Signature of Director/Secretary

KAROLANN WARBY
.....
Full Name of Signatory

LYNDON JAMES WARBY
.....
Full Name of Signatory

Licence: 10/10/1991
Edition: 9804

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900



8101382S

(A) TORRENS TITLE

For the common property

FOLIO IDENTIFIER CP/SP64258

(B) LODGED BY

LTO Box

Name, Address or DX and Telephone

381H

Harleto Co

Reference (optional): Buckner: CP/SP 64258

CODE

CB

(C) The Owners-Strata Plan No 64258
and in accordance with the provisions of—

certify that pursuant to a resolution passed on 27th July 2001

(D) • section 54 of the Community Land Management Act 1994

• section

of the Strata Schemes (Freehold Development) Act 1973

• section 47

of the Strata Schemes Management Act 1996

• order No

of the Strata Schemes Adjudicator

• order No

of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No

Amended by-law No

as fully set out below.

See Annexure A

(F) The common seal of the Owners-Strata Plan No 64258
was affixed on 11th October 2001 in the presence of—
Names: LESLEY LEWIS
Signatures:



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

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

I certify that

Council has approved the change of by-laws set out herein.

Signature of authorised officer:

This is the Annexure "A" referred to in Change of By-Laws dated ✱
2001 for Strata Plan 64258.

In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Strata Schemes Management Act 1996, and the By-laws, the Owners Corporation shall have the power to allow an owner of a lot in the Strata Scheme to enter into a contract with a company or companies for the supply and distribution of television and associated services.

It shall further have the power to approve the installation of associated equipment on any lot or common property within the Strata Scheme on receipt of an application in writing from an owner to install such equipment. No such equipment may be installed without the written approval of the Owners Corporation.

All associated costs of installation and maintenance shall be the sole responsibility of the owner from time to time of the lot who has made such application.

A handwritten signature in cursive script, appearing to read "B. Green", is written in dark ink.

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF

New South
Strata Schemes Management
Real Property



ditional
r.

AA932383E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property
CP/SP64258

(B) LODGED BY

Delivery Box w	Name, Address or DX and Telephone A&J ROBINSON & ASSOC PO BOX 280 HARBORD NSW 2096 TEL 02 9907 5050 FAX 02 9938 5844 Reference (optional): DAVID PORTER	CODE CB
--------------------------	---	-----------------------

(C) The Owners-Strata Plan No 64258 certify that pursuant to a resolution passed on 25 August 2004

and in accordance with the provisions of

(D) section 52 Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE

Added by-law No 1

Amended by-law No NOT APPLICABLE

as fully set out below.

Special By-Law 1.

- a) No External Blind will be permitted on the front of the building facing Narrabeen Street nor within three (3) meters of the front corners on either end of the building on any level.
- b) Any external blind must be retractable and the colour must match the main body of the building exterior
- c) Details and colour samples of any proposed external blind or other addition or modification must be submitted to the Owners Corporation for approval prior to installation.
- d) Any blind or other approved addition must be kept clean and maintained in good condition by the individual unit owner/s. Insurance, if required, is also the responsibility of the individual owner/s.
- e) Any damage to the building resulting from the installation or removal of a blind or other addition must be rectified by the individual owner/s.

(F) The common seal of the Owners-Strata Plan No 64258

was affixed on 3/9/04

Signature(s):



Name(s): Austin K Robinson

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

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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Form: 15CB
Release: 1.1
www.lpi.nsw.gov.au

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 19
Real Property Act 1900



AB908187R

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) **TORRENS TITLE**

For the common property
C/P SP64258

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone Robinson Strata Management PO Box 280 Harbord NSW 2096 Reference (optional): 64258	CODE CB
-----------------	--	-----------------------

(C) The Owners-Strata Plan No 64258 certify that pursuant to a resolution passed on 23 August 2005
and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—

(E) Repealed by-law No NOT APPLICABLE
Added by-law No 20
Amended by-law No NOT APPLICABLE
as fully set out below.

That the maintenance or repair of any exterior door, window or screen and any associated hardware on each lot shall be the responsibility of the owner of that lot.
That the replacement of any window screen or door screen on each lot shall be the responsibility of the owner of that lot. Such repair or replacement will be consistent with that already installed.



(F) The common seal of the Owners-Strata Plan No 64258
was affixed on 23 August 2005 in the presence of—

Signature(s):

Name(s): Brett Rayner

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

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

I certify that
herein.

has approved the change of by-laws set out

Signature of authorised officer:

Name and position of authorised officer:

AG954768J

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to collect and use 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 64258

(B) LODGED BY

Document
Collection
Box

1W

Name, Address or DX, Telephone, and Customer Account Number if any

ROBINSON STRATA MANAGEMENT

PO BOX 280

FRESHWATER NSW 2096

Tel) 9907 5050

Reference: SP 64258

CODE

CB

(C) The Owners-Strata Plan No. 64258

certify that pursuant to a resolution passed on 26 March 2012

and

(D) in accordance with the provisions of section 47 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. 20.

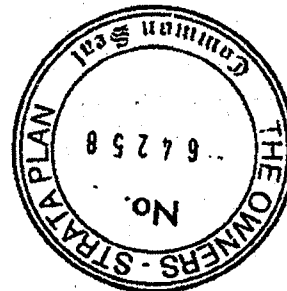
Added by-law No. Special by law 2.

Amended by-law No. NOT APPLICABLE

as fully set out below:

Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.



(F) The common seal of the Owners-Strata Plan No. 64258

was affixed on 20 April 2012

in the presence of—

Signature(s):

Name(s): Austin Keith Robinson



AI802797C

Form: 15CB
Licence: 1034A/404/96

CHANGE OF BY-LAW

LPI NSW use only

New South Wales

Strata Schemes Management Act 1996 Do not affix additional pages

here:

Real Property Act 1900

use the left hand corner

PRIVACYNOTE: Section 31B of the Real Property Act 1900 (RPA) authorizes 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 CP/SP64258

(B) LODGED BY

Delivery Box 392C	Name, Address or DX and Telephone 392C Sydney Legal Agents LLP: 128005 Y Teys/ 132312	CB
--------------------------	---	----

(C) The Owners-Strata Plan No.64258 certify that pursuant to a resolution passed on 24 July 2014 and in accordance with the provisions of –

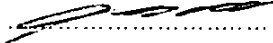
- (D)
- ~~section 54 of the Community Land Management Act 1989~~
 - ~~section 11 of the Strata Schemes (Freehold Development) Act 1973~~
 - section 52 of the Strata Schemes Management Act 1996
 - order No. of the Strata Schemes Adjudicator
 - order No. of the Strata Schemes Board

the by-laws are changed as follows:

(E) Added Special By-Law No.3 as full set out below.

(See Annexure)

(F) The common seal of The Owners-Strata Plan No 64258 was affixed on 4 August 2014 in the presence of

Signature(s) 

Name(s) [use block letters] Robert Fothergill

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



ANNEXURE TO CHANGE OF BY-LAWS

STRATA SCHEME 64258

Motion for an Additional By-Law

The Owners Corporation by SPECIAL RESOLUTION pursuant to –

(a) Section 65A of the *Strata Schemes Management Act 1996* authorises an Owner within the scheme to add to and alter the common property within the scheme in accordance with the conditions in the special by-law set out below; and

(b) Section 52 of the *Strata Schemes Management Act 1996*, make an additional by-law for the benefit of the Owner from time to time of lot 6 as set out below and RESOLVE that the Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affixing the common seal in accordance with section 238 of the *Strata Schemes Management Act 1996*:

SPECIAL BY-LAW NO.3

LOT 6 IMPROVEMENTS

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The **special privileges** conferred by this by-law are the rights to alter and use the common property by making improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. **"Owner"** means the owner or owners of Lot 6 from time to time of strata plan no.64258.
4. **"Improvements"** means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below and as shown in the drawings prepared by Vergola (NSW) Pty Ltd dated 21021/2014, annexed to this by-law and marked **"Annexure A"** –
 - a) Replace the existing pergola above the balcony of Lot 6 with a Colourbond Ultra Vergola System including -
 - i. Installation of external powder coated steel beams approximate 250mm x 75mm which will be motor operable with remote control capabilities, and
 - ii. Installation of Colourbond Ultra Vergola internal gutters to allow the necessary fall required to carry rainwater away to the down pipe.
 - b) Replace the existing privacy screens on the balcony with a Colourbond Ultra Vergola Operable Louvers screen system to compliment the new vergola to be installed

The common seal of The Owners-Strata Plan No 64258
was affixed on 4 August 2014 in the presence of

Signature(s) 

Name(s) [use block letters] Robert Fothergill
being the person(s) authorised by section 238 of
the *Strata Schemes Management Act 1996* to
attest the affixing of the seal.



5. The Owner must ensure the Improvements are in a construction and colour scheme that matches the overall appearance of the building.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
10. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

Carrying out the Improvements

11. When carrying out the Improvements, the Owner must:
 - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
 - (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment and debris;
 - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
 - (d) only make the Improvements at the times approved by the Owners Corporation or the standard hours as provided by the local authority;
 - (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
 - (f) remove all debris resulting from making the Improvements immediately from the building; and

The common seal of The Owners-Strata Plan No 64258
was affixed on 4 August 2014 in the presence of

Signature(s) 

Name(s) [use block letters] Robert Folthergill
being the person(s) authorised by section 238 of
the Strata Schemes Management Act 1996 to
attest the affixing of the seal.



- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.

12. The Owner must ensure that the Improvements shall be done:

- (a) in a proper and workmanlike manner and by duly licensed and insured contractors; and
(b) in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

After completing the Improvements

13. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

Repair and Maintenance

14. The Owner must, at the Owner's cost:

- (a) properly maintain and keep the common property that has been altered and to which the Improvements are erected or attached in a state of good and serviceable repair; and
(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
(d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.

The common seal of The Owners-Strata Plan No 64258
was affixed on 4 August 2014 in the presence of

Signature(s) 

Name(s) [use block letters] Robert Fothergill
being the person(s) authorised by section 238 of
the Strata Schemes Management Act 1996 to
attest the affixing of the seal.



17. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.
18. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

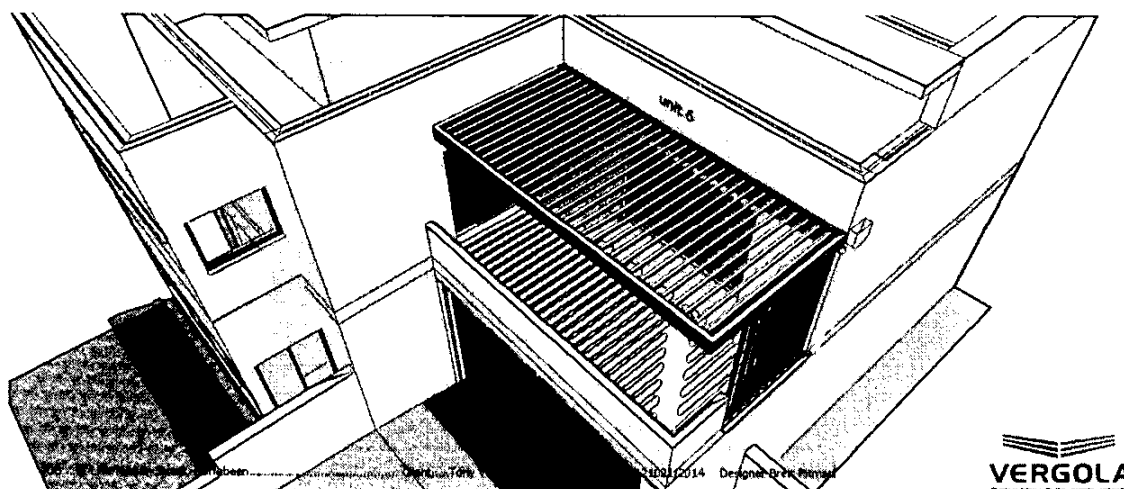
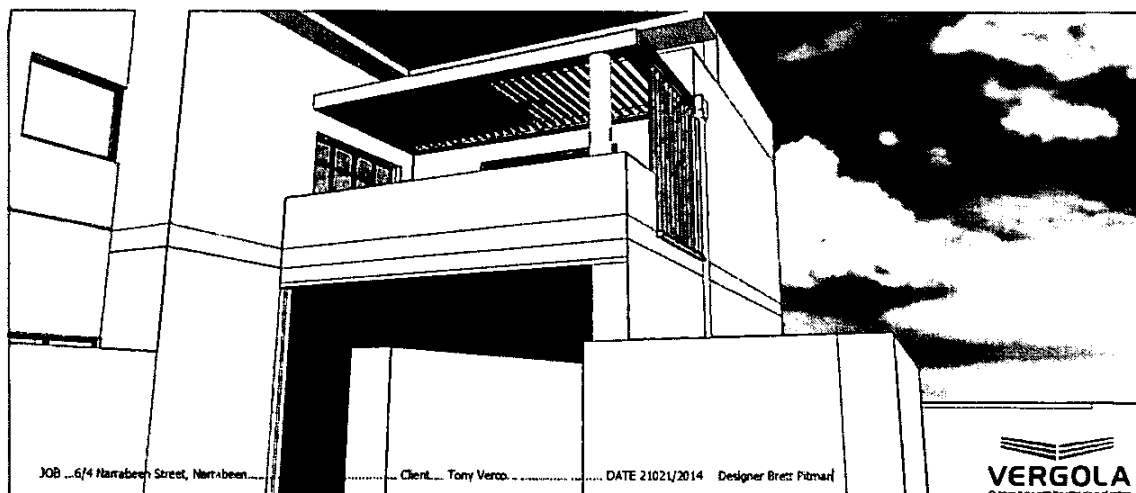
The common seal of The Owners-Strata Plan No 64258
was affixed on 4 AUGUST 2014 in the presence of

Signature(s) 

Name(s) [use block letters] Robert Folhergill
being the person(s) authorised by section 238 of
the Strata Schemes Management Act 1996 to
attest the affixing of the seal.



Annexure A



The common seal of The Owners-Strata Plan No 64258
 was affixed on 4 August 2014 in the presence of

Signature(s) *[Signature]*

Name(s) [use block letters] Robert Fothergill
 being the person(s) authorised by section 238 of
 the Strata Schemes Management Act 1996 to
 attest the affixing of the seal.



Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900

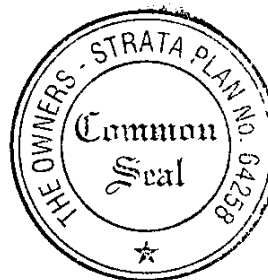


AI921471U

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/SP64258				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136				
CODE CB					

- (C) The Owners-Strata Plan No. 64258 certify that pursuant to a resolution passed on 24 July 2014 and
(D) in accordance with the provisions of Section 47 Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. special by-law 4
Amended by-law No. NOT APPLICABLE
as fully set out below:



- (F) The common seal of the Owners-Strata Plan No. 64258 was affixed on 23/07/14 in the presence of—

Signature(s):

Name(s):

ROBERT FOTHERGILL

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

ANNEXURE "A"

SPECIAL BY-LAW 4.

Transportation of goods

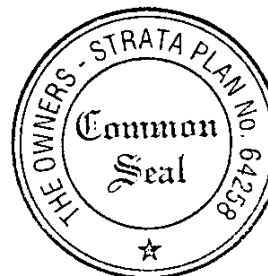
1. The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the *Strata Schemes Management Act 1996*:
 - (a) the authority to determine from time to time the conditions on which owners and occupiers of lots and their employees, servants, agents and contractors are permitted to move Goods into, upon, or through the common property of Strata Plan No. 1741;
 - (b) the power to charge a Bond; and
 - (c) the power to regulate the use of the Lifts.
2. Definitions and interpretation:
In this by-law:-
 - (i) Words importing the singular include the plural and vice versa.
 - (ii) Words importing a gender include any gender.
 - (iii) In the event of any contradiction or inconsistency between this by-law and any other by-law applicable to the strata scheme, this by-law shall prevail to the extent of that contradiction or inconsistency.
 - (iv) "Bond" means a refundable bond in the sum of \$1,000, or such other sum as the Executive Committee or Owners Corporation shall determine from time to time, which shall be payable in accordance with clause 8 of this by-law;

The Common Seal of the Owners – Strata Plan No. 1741
was affixed on the 23rd day of September 2014 in the presence of
Signature:.....
Name: ROBERT FOTHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



- (v) "Business hours" are 8:00 am to 5:30 pm on Monday to Friday, and 8:00 am to 3:00 pm on Saturday, other than a public holiday;
 - (vi) "Common Property" means the common property within Strata Plan No. 1741;
 - (vii) "Goods" means any furniture or large object including any crate or trolley containing or carrying furniture, equipment or supplies; and
 - (viii) "Owners Corporation" means The Owners – Strata Plan No. 1741.
3. An owner or occupier of a lot shall not carry or move Goods into, upon, or through the Common Property, whether for the purpose of moving into or out of his Lot or otherwise, and shall not permit any courier, removalist or other person to do so, without prior written approval from the Owners Corporation or its strata managing agent or building manager.
4. An owner or occupier of a lot must obtain prior written approval from the Executive Committee of the date and time at which he is permitted to move Goods into, upon or through the Common Property.
5. An owner or occupier of a lot shall apply in writing to the Executive Committee for approval to carry or move Goods into, upon, or through the Common Property at least seven days prior to the proposed date of movement of the Goods, and shall provide with that request, details of the date, and time of the proposed movement of the Goods and the name and contact telephone number of a person who is to supervise the movement of the Goods.
6. An owner or occupier of a lot shall comply with directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.

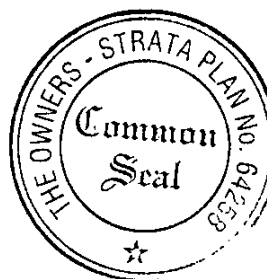
The Common Seal of the Owners – Strata Plan No. 1741
was affixed on the 23rd day of September 2014 in the presence of
Signature:
Name: ROBERT FOTHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



7. An owner or occupier of a lot shall direct any tradesperson, removalist or courier who is to move Goods into, upon, or through the Common Property, to comply with all directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
8. An owner or occupier of a lot shall pay to the Owners Corporation or its strata managing the Bond prior to carrying or moving Goods into, upon, or through the Common Property.
9. An owner or occupier of a lot shall ensure that protective padding is installed in the lift within the Common Property prior to moving or carrying Goods within a lift.
10. An owner or occupier of a lot shall ensure that protective sheets or covers are placed on the floor of the Common Property prior to carrying or moving Goods, as is reasonably necessary to prevent damage to the floor.
11. An owner or occupier of a lot shall not carry or move Goods into, upon, or through the Common Property other than during Business Hours, except with written consent of the Executive Committee.
12. An owner or occupier of a lot shall leave the Common property, including the lifts, in a clean and tidy state after carrying or moving Goods into, upon, or through the Common Property.
13. An owner or occupier of a lot shall ensure that the movement of Goods through the Common Property does not interfere with or obstruct the reasonable use of the Common Property.
14. An owner or occupier of a lot shall be liable for the cost of repairing any damage caused to the Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier.

The Common Seal of the Owners – Strata Plan No. 1741
was affixed on the 28th day of September 2014 in the presence of
Signature:
Name: ROBERT FOTHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.

Page 4 of 5



15. An owner or occupier of a lot shall indemnify the Owners Corporation and keep it indemnified against any and all losses and costs arising out of or incurred as a result of the movement of Goods through the Common Property by or on behalf of that owner or occupier.
16. In the event that an owner or occupier causes any damage to Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier, the Owners Corporation may:
 - (i) carry out all such work as is necessary to rectify that damage;
 - (ii) use so much of the Bond as is necessary to pay for the rectification of that damage, and promptly thereafter refund the balance of the Bond to the owner or occupier; and
 - (iii) recover from the owner or occupier as a debt, the balance of any rectification costs, after deducting the Bond.
17. Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the *Strata Schemes Management Regulation 2010* or such regulation as supersedes that Regulation.
18. An Owners Corporation may recover as a debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

The Common Seal of the Owners – Strata Plan No. 1741
was affixed on the ~~23rd~~ day of September 2014 in the presence of
Signature:
Name: ROBERT FOTHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.

Page 5 of 5



Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 199
Real Property Act 1900



AJ389844T

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/SP64258				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136</td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 140136				
CODE CB					

- (C) The Owners-Strata Plan No. 64258 certify that pursuant to a resolution passed on 24 July 2014 and
(D) in accordance with the provisions of Section 52 Strata Schemes Management Act 1996
the by-laws are changed as follows—
(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW 3
Amended by-law No. NOT APPLICABLE
as fully set out below:

See Annexure "A"



- (F) The common seal of the Owners-Strata Plan No. 64258 was affixed on 1st April 2015 in the presence of—

Signature(s): [Signature]
Name(s): ROBERT FOTHERGILL

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

ANNEXURE "A"

SPECIAL BY-LAW 3.

A. Definitions:-

For the purpose of this by-law:-

- (i) "Air-conditioning unit" means an inverter split system air-conditioning unit and all components of an air-conditioning unit including a condenser, compressor and all ancillary wiring, ducting, controls and other ancillary fixtures and fittings necessary for the ordinary operation of the air-conditioning unit.
- (ii) "The Act" means the *Strata Schemes Management Act* 1996 (NSW) as amended from time to time.
- (iii) "The Works" means the installation, repair, maintenance, replacement and removal of an air-conditioning unit described in this by-law.
- (iv) "The Owner" means the respective owner or owners from time to time of each Lot in Strata Plan No. 64258.
- (v) Where any term used in this by-law is defined in the *Strata Schemes Management Act* 1996, it shall have the same meaning as is attributed to that term by that Act.
- (vi) The singular includes the plural and vice versa.
- (vii) Words implying a gender encompass all genders.

- B. On the conditions set out in this by-law, the Owner from time to time of each Lot in Strata Plan No. 64258 shall have a special privilege in respect of the common property to install and to maintain an air-conditioning unit to service his or her Lot, and to renew or replace it when reasonably necessary. For the purpose of this by-law it is noted that the owners of Lots 4, 5, 7, 8, 9 and 10 in the strata scheme have already installed an air-conditioning unit to service their Lots as at the date of approval of this

The Common Seal of the Owners - Strata Plan No. 64258
was affixed on the 1st day of April 2015 in the presence of
Signature: [Signature]
Name: ROBERT FOITHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



by-law, and shall be bound by the terms and conditions contained in this by-law.

C. Conditions:-

1. If the works have not been carried out prior to the making of this by-law, prior to commencing the works the Owner must provide the Owners Corporation with a copy of a certificate of insurance for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000).
2. In installing the air-conditioning unit, the Owner must:-
 - (i) comply with the air-conditioning unit manufacturer's specifications in relation to the installation of the air-conditioning unit;
 - (ii) carry out the installation in a proper and skilful manner, using licensed tradespersons, and in accordance with the Building Code of Australia and all applicable Australian Standards;
 - (iii) install any condenser unit in the position nominated by the Executive Committee, which shall be notified in writing prior to the commencement of the works;
 - (iv) carry out the works between the hours of 8:30 am and 5:00 pm on Monday to Saturday (excluding public holidays);
 - (v) keep all areas of the building outside the Owner's Lot clean and tidy throughout the performance of the works; and
 - (vi) remove from the common property immediately upon the completion of the works, all debris, rubbish and materials created or caused by the carrying out of the works, and do not place such debris, rubbish or materials in the Owners Corporation's bins.

The Common Seal of the Owners - Strata Plan No. 64258
was affixed on the 1st day of March 2015 in the presence of
Signature: [Signature]
Name: ROBERT FOTHERGILL
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



3. The Owner must not obstruct or permit obstruction of lawful use of the common property during the course of the works by tradespersons, building materials, tools, debris or motor vehicles.
4. The Owner must ensure that condensation and run-off from the air-conditioning unit is drained directly into the plumbing serving the Lot, subject to any requirement of the local Council or other statutory authority.
5. The Owner must maintain the air-conditioning unit in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary.
6. Subject to this by-law, any amendment of the by-laws from time to time and to any resolution of the Owners Corporation under Section 62(3) of the Act, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
7. The Owner, at his own expense, must effect any necessary adjustment or modification of the air-conditioning unit or of its manner of installation so as to prevent the unreasonable disturbance by the air-conditioning unit of the owner or occupier of another Lot.
8. The Owner must comply with Regulation 52 of the *Protection of the Environment Operations (Noise Control) Regulation 2008 (NSW)* and all amendments to that Regulation, and to any Act or Regulation which supersedes that Regulation, in relation to the hours of operation of the air-conditioning unit.
9. The Owner must repair promptly any damage caused or contributed to by the works or by the use, repair, maintenance, renewal or replacement of the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

The Common Seal of the Owners – Strata Plan No. 64258
was affixed on the 1st day of March 2015 in the presence of
Signature: [Signature]
Name: ROBERT FOTHERGILL

being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.



10. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, use, repair, maintenance, renewal or replacement of the works.
11. The Owner must comply at his own expense with any requirement or order of the local Council, or other authority, tribunal or Court having jurisdiction, concerning the air-conditioning unit.
12. If the Owner fails to carry out his obligations under this by-law after being requested in writing to do so, the Owners Corporation shall be entitled to carry out those obligations and recover the cost of doing so from the Owner, or any person whom, after the work is carried out, becomes the Owner of the Lot.
13. Such costs if not paid at the end of one month after becoming due and payable, shall bear until paid, simple interest at an annual rate of 10%, or such other rate as is provided from time to time in the *Strata Schemes Management Regulation 2010*, or any regulation that supersedes that Regulation.
14. The Owners Corporation may recover from an Owner as a debt, any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.
15. The Owners Corporation shall pay all expenses incurred in the preparation, making and registration of this by-law.

The Common Seal of the Owners – Strata Plan No. 64258
was affixed on the ^{17th}~~1st~~ day of March 2015 in the presence of
Signature: [Signature]
Name: ROBERT FOTHERGIN
being the person authorised by Section 238 of the Strata
Schemes Management Act 1996 to attest the affixing of the seal.





Form: 15CB
Release: 3-2

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AK612925E

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/SP64258			
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W 392C</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Sydney Legal Agents Bylaws Assist PO Box: 8274, Baulkham Hills NSW, 2153 (+61 413 659 677) Reference: BLA/074</td></tr></table>	Document Collection Box 1W 392C	Name, Address or DX, Telephone, and Customer Account Number if any Sydney Legal Agents Bylaws Assist PO Box: 8274, Baulkham Hills NSW, 2153 (+61 413 659 677) Reference: BLA/074	CODE CB
Document Collection Box 1W 392C	Name, Address or DX, Telephone, and Customer Account Number if any Sydney Legal Agents Bylaws Assist PO Box: 8274, Baulkham Hills NSW, 2153 (+61 413 659 677) Reference: BLA/074			

(C) The Owners-Strata Plan No. 64258 certify that pursuant to a resolution passed on 15 October 2015 and

(D) in accordance with the provisions of section 52 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

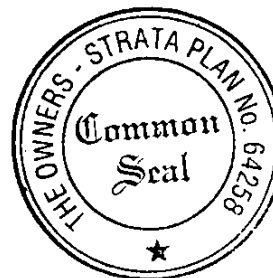
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-law No.6

Amended by-law No. NOT APPLICABLE

as fully set out below:

(See Annexure Attached)



(F) The common seal of the Owners-Strata Plan No. 64258 was affixed on 29/06/2016 in the presence of—

Signature(s): [Signature]
Name(s): JOHANNA GREGG 29/06/2016

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

ANNEXURE TO CHANGE OF BY-LAWS FORM 15CB

STRATA SCHEME 64258

Motion for Additional By-Law

SPECIALLY RESOLVED that the Owners Corporation pursuant to –

(a) Section 65A of the *Strata Schemes Management Act 1996* authorises the Owner of lot 1 within the scheme to add to and alter the common property within the scheme in accordance with the conditions in the special by-law set out below; and

(b) Section 52 of the *Strata Schemes Management Act 1996*, make an additional by-law for the benefit of the Owner from time to time of lot 1 as set out below and RESOLVE that the Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affixing the common seal in accordance with section 238 of the Strata Schemes Management Act 1996:

SPECIAL BY-LAW NO.6

LOT 1 IMPROVEMENTS

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements undertaken to the Owner's lot.
2. The *special privileges* conferred by this by-law are the rights to have carried out and keep the Improvements that affect the common property.
3. "Owner" means the owner or owners of lot 1 from time to time of strata plan no.64258.
4. "Improvements" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) to install and keep an aluminium dove grey framed vergola off the lounge room area of the lot, with motorised off white louvres to match the existing building's colour scheme.
5. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
6. To the extent of any inconsistency with previous by-laws, this by-law prevails.

Conditions

7. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) current at the time the Improvements were made.
8. The Owner must, at the Owner's cost:
 - (a) properly maintain and keep the common property that has been altered and to which the Improvements were erected or attached in a state of good and serviceable repair; and

The common seal of The Owners-Strata Plan No 64258

was affixed on 27/06/2016 in the presence of

Signature(s) Joanna Grebb

Name(s) [use block letters] JOANNA GREBB

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



ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1111

(b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.

9. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

10. The Owner indemnifies the Owners Corporation against –

- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
- (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements;
- (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements; and
- (d) liability under section 65(6) of the *Strata Schemes Management Act 1996* in respect of repair of the common property attached to the Improvements.

11. Any loss and damage suffered by the Owners Corporation as a result of the Improvements made may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

12. To the extent that section 62(3) of the *Strata Schemes Management Act 1996* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements made under this by-law.

Breach of By-law

13. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

14. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.

The common seal of The Owners-Strata Plan No 64258

was affixed on 29/06/2016 in the presence of

Signature(s) Joanna Gregg

Name(s) [use block letters] JOANNA GREGG

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



Northern Beaches Council Planning Certificate – Part 2

Applicant: Lawmark Solicitors & Notaries
2310/4 Daydream Street
WARRIEWOOD NSW 2102

Reference: 3175 Harley
Date: 16/06/2020
Certificate No. ePLC2020/3540

Address of Property: 2/4 Narrabeen Street NARRABEEN NSW 2101
Description of Property: Lot 2 SP 64258

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of “Mermaid Pool”)

Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

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

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Gateway determination: 23 September 2019

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2020.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 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.

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

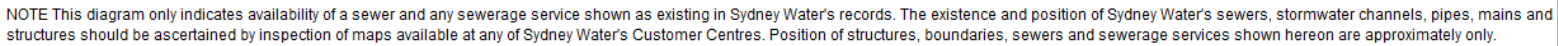
If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Ray Brownlee PSM

Chief Executive Officer

16/06/2020



METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

HS. 73G

DIAGRAM OF SANITARY DRAINAGEMunicipality of *Warringham* SEWER AVAILABLEDiagram No. *405375**COLIN DOUGLAS**P/L*

- Boundary Trap
- Pit
- GI Grease Interceptor
- Gully
- PT. P. Trap
- RS Reflux Sink

- SYMBOLS AND ABBREVIATIONS**
- RV. Reflux Valve
 - VERT. Vertical Pipe
 - V.P. Vent. Pipe
 - S.V.P. Soil Vent. Pipe
 - D.C.C. Down Cast Cowl
 - I.P. Induct Pipe
 - M.F. Mica Flap
 - T. Tubs
 - K.S. Kitchen Sink
 - W.C. Water Closet
 - B.W. Bath Waste

- Bsn. Basin
- Shr. Shower
- W.I.P. Wrought Iron Pipe
- C.I.P. Cast Iron Pipe
- F.W. Floor Waste
- W.M. Washing Machine

Existing drainage shown by black lines

Scale: 40 Feet to an inch

Proposed new drainage

shown by full blue lines.

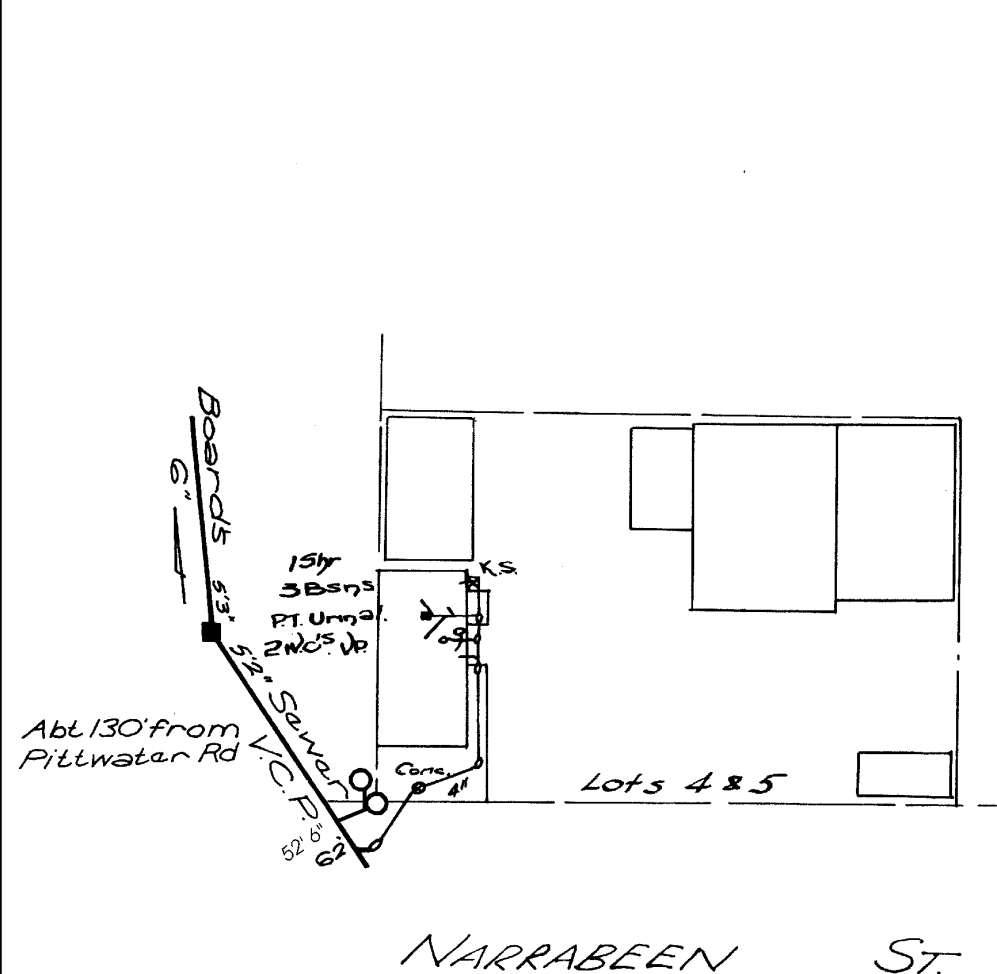
This diagram is the property of the Owner and is to be returned to him on completion of the work.

Subject to application, certificates for drainage and sanitary plumbing will be issued to the owner when the work is completed and passed by the Board's Inspector.

The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's sewer. When the sewer becomes available it will be necessary to apply for a revised diagram.

This work must be carried out in accordance with the Board's By-laws.

PROP. DEV. SEE FILE 965468/S4



SHEET No. 10021

1344 116

19

FOR ENGINEER-IN-CHIEF

385 730

OFFICE USE ONLY			
W.C.	Designed by	DATE	Inspector
Bth	Inspector	/ /	
Shr			
Bsn	Examined by	/ /	Date
K.S			
T	Chief Inspector	/ /	Outfall
Pig			
Dge.Int.			Drainer
Dge.Ext.			Boundary Trap is not required
DESIGN		COMPENSATION - MH. AC. VS.	
		File	HOV

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. 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.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. 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.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



Revenue

Enquiry ID	3275285
Agent ID	81429403
Issue Date	17 Jun 2020
Correspondence ID	1708428477
Your reference	3175

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S64258/2	Unit 2, 4 NARRABEEN ST NARRABEEN 2101	\$267 530

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,

Cullen Smythe

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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