

Contract for the Sale and Purchase of Land 2019 Edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
Vendor's Agent	Upstate Chris Aldren Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099		Phone 02 9971 9000 Fax Mobile 0403 567 142 Email chris.a@upstate.com.au
Co-Agent Vendor	Stephen John Robertson C/- 11 High Street DEE WHY NSW 2099		
Vendor's Conveyancer	Aldren Conveyancing Services – Sara Aldren PO Box 468 DEE WHY NSW 2099	11 High Street DEE WHY NSW 2099	Phone 02 9984 8840 Fax 02 9984 8850 Email sara@aldrenconveyancing.com.au
Date for Completion	28 th day after the Contract Date (Clause 15)		
Land Address	12/47 Fairlight Street, Fairlight NSW 2094		
Plan Details	Lot 12 in Strata Plan 8920		
Title Reference	12/SP8920		
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input 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 numbered <input type="checkbox"/> other document		

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"/> built-in wardrobes	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove	<input type="checkbox"/> curtains
	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> ceiling fans
	<input type="checkbox"/> clothes line	<input type="checkbox"/> pool equipment	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna	<input type="checkbox"/> garden shed
	<input type="checkbox"/> other:				

Exclusions					
Purchaser's Representative			Phone		
			Fax		
			Email		
Price	\$				
Deposit	\$ _____			(10% of the price, unless otherwise stated)	
Balance	\$				
Contract Date					

Buyer's Agent

Vendor

Witness

GST AMOUNT (Optional)

The price includes

GST of: \$

Purchaser JOINT TENANTS tenants in common in unequal shares

Witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgement Network (ELO) (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 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* NO yes (if yes, vendor must provide further details)

(residential withholding payment)

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

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

Robinson Strata Management
 Suite 2/16 Rodborough Road
 FRENCHS FOREST NSW 2086

Phone: 02 9907 5000

Fax:

Email:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 and Purchase of Land for 12/47 Fairlight Street, Fairlight NSW 2094.

32. Definitions and Interpretation

32.1. Definitions

In this Contract:

- (a) *“Take Prohibited Action”* means make a requisition, an objection, a claim or delay completion or rescind or terminate or attempt to do any of these things;
- (b) *“Tax Act”* means the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953, as applicable; and
- (c) Headings are for ease of reference only and do not affect interpretation.

32.2. Interpretation

Unless the context indicates a contrary intention:

- (a) *“Person”* or *“party”* includes an individual, the estate of an individual, a corporation, an authority, an association or an incorporated or unincorporated joint venture, a partnership and a trust;
- (b) A reference to a statute includes its regulations and a reference to a provision of a statute or regulations includes their consolidations, amendments, re-enactments and replacements;
- (c) A word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
- (d) A reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, scheduled, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) These Special Conditions shall apply if there is any inconsistency between these conditions and the printed Standard Conditions (Pages 2 to 20 inclusive) or any annexure thereto;
- (f) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) *“Includes”* in any form is not a word of limitation; and
- (h) A reference to *“\$”* or *“dollar”* is to Australian currency.

33. Variations to the Standard Conditions (pages 4 to 19)

33.1. Variations

The following Standard Conditions (prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales) in the printed form (pages 4 to 19) of the Contract shall be amended as follows:

- (a) Standard Condition 1 – Add the words *“or a general question about the property or title”* after the word *“claim”* in the definition *“requisition”*;
- (b) Standard Condition 1 – Add the words *“from any competent authority or adjoining owner”* after the word *“road”* in the definition *“work order”*;
- (c) Standard Condition 2.9 – Delete the words *“if each party tells the deposit holder that the deposit is to be invested”* and replace with *“each party is to provide the deposit holder with their tax file number at the time the deposit is being invested”*;
- (d) Standard Condition 7.1.1 – Deletion of *“5%”* and insertion of *“1%”* in its place;
- (e) Standard Condition 7.2.1 – Deletion of *“10%”* and insertion of *“1%”* in its place;
- (f) Standard Condition 8.1 – Deletion of the words *“on reasonable grounds”*;
- (g) Standard Condition 9.1 – Replace with *“keep or recover the deposit (including, despite any other provision in this Contract, all interest earned on it)”*;
- (h) Standard Condition 10.1 – Replace the first line with *“The purchaser cannot Take Prohibited Action in respect of”*;
- (i) Standard Condition 10.1.8 – Replace the word *“substance”* with *“existence”*;
- (j) Standard Condition 10.1.9 – Replace the word *“substance”* with *“existence”*;
- (k) Standard Condition 14.4.2 – Replaced in its entirety with the following:
The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted does not exceed the amount of land tax that is actually paid or payable for the year);
- (l) Standard Condition 14.8 – Add the words *“by any competent authority”* after the word *“started”*;
- (m) Standard Condition 15 – Add the words *“5:00pm on”* after the word *“by”*;
- (n) Standard Condition 16.7 – Deletion of the words *“cash (up to \$2,000.00) or”*;
- (o) Standard Condition 23.13 – Deletion of the words *“at least 7 days before the date for completion”*;
- (p) Standard Condition 23.14 – Deletion of the first sentence in its entirety; and
- (q) Standard Condition 24.3 – Deletion in its entirety.

34. Alterations and Additions to the Contract

34.1 Authorisation for Alterations and Additions to the Contract

Each party hereto authorises its Conveyancer/Solicitor (or any employee of that Conveyancer/Solicitor) to make alterations to this Contract, including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure added shall form part of this Contract as if the same had been annexed at the time of execution.

34.2. Electronic and Digital Signing

The parties acknowledge and agree that:

- (a) The Contract may be electronically or digitally signed;
- (b) The delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (c) For the avoidance of doubt, witnessing of a party's signature is preferred by not required;
- (d) They will be bound by the Contract which has been electronically/digital signed; and
- (e) The original signed Contract is to be made available to the Other Side within 14 days from the date of the Contract where an electronic or digital signature is represented.

35. Entire Agreement and Warranties

35.1. Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Contract represents the entire agreement between the parties and supersedes any prior discussion or written or other agreement of the parties.

35.2. No Warranty by Vendor

Without limiting Special Condition 35.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract is accurate or complete and any warranties by or on behalf of the Vendor, express or implied are hereby negated.

35.3. Warranty by Purchaser

The Purchaser represents and warrants that in entering this Contract they:

- (a) Have not relied on any brochure, advertisement or other document referred to in Special Condition 35.2
- (b) Have not been induced to enter into this Contract by any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Vendor in respect of the property or anything relation to, or which could have an effect upon the property;
- (c) Have relied entirely on their own enquiries, searches and inspections of the property;
- (d) Are satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Are satisfied as to the need for and the existence or validity of any development or other approval for the property;
- (f) Accept the property in its present condition with its existing defect latent and patent; and
- (g) Are not permitted to *Take Prohibited Action* regarding any of the foregoing.

36. No Representation

36.1. Purchaser's Acknowledgement

The Purchaser acknowledges that no warranty or representation has been made to them or anyone on the Purchaser's behalf as to the suitability of any improvements for any use or purpose of the suitability of the property for any development

37. Attachment of Documents

37.1. Attachment as Agent

The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or the Vendor's Conveyancer by or on behalf of the Purchaser or the Purchaser's Conveyancing/Solicitor, the person attaching those documents or copies of documents did so as the Agent of the Vendor.

37.2. No Warranty

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

38. Service of Documents

Notwithstanding the provisions contained in Standard Condition 20.6.5 hereof a document under or relating to this Contract shall be sufficiently served for the purpose of this Contract if the document is sent by facsimile transmission or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

- (a) The time of dispatch is not before 5:00pm (Australian Eastern Standard Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; and
- (b) The Sender's machine indicates a malfunction in transmission or the Recipient immediately notifies the Sender of an incomplete transmission in which case the facsimile transmission or email transmission shall be deemed not to have been given or made.

39. Conditions of Sale by Auction

39.1. Sold by Auction

If the property is or is intended to be sold by auction Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

39.2. Conditions

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The Principal's reserve price must be given in writing to the Auctioneer before the auction commences;
- (b) A bid for the Seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Seller;
- (c) The highest Bidder is the Purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the Auctioneer is the sole Arbitrator and the Auctioneer's decision is final;
- (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Seller;
- (f) A Bidder is taken to be a Principal unless, before bidding, the Bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer; and
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

39.3. Bids

The following conditions, in addition to those prescribed by Special Condition 39.1. are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All Bidders must be registered in the Bidders Record and display an identifying number when making a bid;
- (b) One bid only may be made by or on behalf of the Seller. This includes a bid made by the Auctioneer on behalf of the Seller; and
- (c) When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the Auctioneer must clearly state that the bid was made by or on behalf of the Seller or Auctioneer.

40. Property Sold in its Present Condition

40.1. Condition and State of Repair

Without excluding, modifying or restricting the Purchaser's rights under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser:

- (a) Acknowledges having inspected the property and that they are purchasing the property in its present condition and state of repair, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets and subject to any defects (whether latent or patent) and any infestations and dilapidations.
- (b) The Purchaser cannot *Take Prohibited Action* because:
 - (i) Of the condition or state of repair of the property or the common property;
 - (ii) Any water or sewerage main or any underground or surface stormwater pipe or drain passes through or, over or under the property or the common property;
 - (iii) Any sewer, manhole or vent is on the property or the common property;
 - (iv) The downpipes on the property are connected with the sewer or the common property; or
 - (v) The property may or may not comply with the Swimming Pools Act or any other applicable legislation in respect of any swimming pool and or spa forming part of the property.

40.2. Purchaser's Consent

The Purchaser acknowledges and warrants that it has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents.

41. Vendor's Agent

41.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or property by 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) other than the Vendor's Agent named on the Front Page of the Contract, nor was any other Agent the effective cause of the sale herein provided for.

41.2. Purchaser's Indemnity

In the event that the Purchaser is in breach of such warranty, the Purchaser agrees to 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 Purchaser's breach of this warranty and it is hereby agreed and declared that this Special Condition 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.

41.3. Disclosure of Marital Relationship

Pursuant to Section 47 of the Property Stock and Business Agents Act and Schedule 3 of the Conveyancers Licensing Regulation 2006, the parties to the transaction are fully aware of and acknowledge the marital relationship between the Vendor's Agent and the Vendor's Conveyancer named on the Front Page of the Contract and the Purchaser is not permitted to *Take Prohibited Action* in respect thereto.

41.4. Disclosure of Agent's Interest

Pursuant to Section 47 of the Property Stock and Business Agents Act the Vendor discloses that the Agent noted on the Front Page of the Contract is the Son-In-Law of the Vendor and the Purchaser is not permitted to Make a Claim in respect thereto.

42. Foreign Person or Corporation

42.1. Foreign Person or Corporation

The Purchaser warrants to the Vendor that if it is a "Foreign Person" or "Foreign Corporation" as defined in the Foreign Acquisition and Takeover Act 1975 that they have obtained consent from the Foreign Investment Review Board in accordance with the provisions of the Foreign Acquisition and Takeover Act 1975 to its Purchaser of the property. Upon demand, the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority.

42.2. Purchaser's Indemnity

The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43. Death, Bankruptcy or Incapacity

43.1. Death, Bankruptcy or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or, if more than one, any of them) prior to completion die, become mentally ill (as defined in the Mental Health Act), become insolvent or appoint or suffer the appointment of a Trustee in Bankruptcy, Receiver, Receiver/Manager, voluntary Administrator or Liquidator, then the Vendor may rescind this Contract by notice in writing forwarded to the other party and there upon this Contract shall be at an end and the provisions of Standard Condition 19 hereof shall apply.

44. Deposit

44.1. Investment of the Deposit

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent (the "Stakeholder") who shall invest such monies (at their own discretion) in a Bank or Permanent Building Society Account in the names of the Stakeholder on trust for the Vendor and Purchaser with interest accruing on the investment.

44.2. Interest

Despite Standard Condition 2.9, all interest payable on the deposit will be payable as follows:

- (a) If the deposit paid is 10% or greater, interest earned will be paid in accordance with Standard Condition 2.9;
- (b) If the deposit paid as agreed by the Vendor is less than 10%, the Purchaser agrees that all interest earned on the investment of the deposit will be payable to the Vendor. Accordingly, Standard Condition 2.9 is to be amended by deleting the words "parties equally" on the second last line and replacing with "Vendor";
- (c) If this Contract is duly terminated or rescinded, then the defaulting party shall forfeit its share of interest accrued; or
- (d) If this Contract is rescinded and Standard Condition 19 applies, then, notwithstanding which party has rescinded, all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

44.3. Cooling Off Provisions

If this Contract is subject to a Cooling Off period, then notwithstanding Standard Condition 2 hereof, the parties agree that the deposit is to be paid in the following manner:

- (a) As to 0.25% of the price on the making of the Contract; and
- (b) As to the balance before the expiration of the Cooling Off Period unless a notice is served in accordance to Section 66U of the Conveyancing Act 1919.

In this respect, time shall be deemed to be of the essence of this Contract.

44.4. Deposit Being Available on Completion

If the Vendor requires the deposit to be available on completion for the purchase of another property or to discharge the Vendor's liabilities under any Mortgage associated with the property, the Purchaser agrees to authorise the *Stakeholder* to have the deposit made available on settlement provided that the deposit is returned to the *Stakeholder's* Trust Account in the event that settlement is not effected as scheduled.

44.5. Payment of the Deposit by way of instalments

Upon written confirmation from the Vendor's Representative, the Vendor agrees to accept payment of the 10% deposit of the price by instalments as follows:

- (a) As to 5% of the price on the date hereof; and
- (b) As to the balance on the earlier of the two (2) dates being the date of completion or the date which the Vendor issues a notice of termination of Contract as a result of any breach of the terms and/or conditions of the Contract of Sale by the Purchasers. If the Purchaser fails to pay the sum referred to in this condition, the Vendor may, on demand, recover the balance of the deposit from the Purchaser as a debt.

This condition shall not merge on completion.

45. Requisitions on Title

- 45.1 Notwithstanding the provisions of Standard Condition 5, it would be preferred that the general form of Requisitions on Title in the form of Strata Title (Residential) Property Requisitions on Title (2013 edition by TressCox Lawyers) are used.

46. Settlement

46.1. Liquidated Damages

Without prejudice to the rights, powers and remedies otherwise available to the Vendor and despite any other provision of this Contract, if for any reason not attributable solely to the Vendor, completion does not take place at the scheduled time on the completion date or does not take place at the re-arranged time on that same day, then, the Purchaser must pay to the Vendor as liquidated damages and in addition to all other money payable under this Contract an amount calculated at the rate of 10% (per annum) on the balance of the purchase price calculated daily from and including the completion date (but excluding the actual day of settlement) which is to be paid on completion. The interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and the Vendor is not obliged to complete until such time that the interest has been paid.

46.2. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, the Vendor and Purchaser agree:

- (a) That in the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled after the hour of 4:00pm to serve a notice to complete for this Contract making such time for settlement time of the essence of this Contract;
- (b) A period of not less than fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect to the sale period; and
- (c) The Purchaser will pay to the Vendor on settlement an additional amount of \$200.00 plus GST as reimbursement of additional legal costs incurred by the Vendor for the preparation and issuing the notice to complete. Payment of this amount is an essential term of this Contract.

46.3. Error in Adjustments

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the Vendor and the Purchaser agree that, upon being so requested by the other party, make the correct calculation and pay such amount required to the party to whom it is payable. This clause shall not merge on completion.

46.4. Completion Date

It is agreed between the parties that completion shall not take place between 9:00am, 23 December and 5:00pm 11 January (the "holiday period") in any given year. Any notices served during this period is taken as being served on the following business day outside the holiday period.



FOLIO: 12/SP8920

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/5/2021	1:42 PM	5	17/2/2004

LAND

LOT 12 IN STRATA PLAN 8920
AT MANLY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

STEPHEN JOHN ROBERTSON (TA AA424321)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP8920

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP8920

SEARCH DATE	TIME	EDITION NO	DATE
3/5/2021	1:41 PM	5	27/12/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 8920
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MANLY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP8920

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 8920
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- ROBINSON STRATA MANAGEMENT PTY LTD
LEVELS 26 & 27
66 GOULBURN STREET
SYDNEY NSW 2000

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 664813 COVENANT AFFECTING LOT 2 SECTION B DP3742
- 3 L761791 EASEMENT FOR OVERHANGING GUTTER AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 AN968273 CONSOLIDATION OF REGISTERED BY-LAWS
- 5 AN968273 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8317)

STRATA PLAN 8920

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 359	2	- 375	3	- 369	4	- 387
5	- 395	6	- 427	7	- 439	8	- 447
9	- 379	10	- 399	11	- 408	12	- 395
13	- 417	14	- 427	15	- 537	16	- 532
17	- 529	18	- 539	19	- 557		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Form 1

- (a) State if whole or part.
- (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises^(a) **WHOLE** of^(b) **LOT 1, 2, 27 & 28 SEC. B D.P. 3742**

Reference to Title Vol. **12247** Fol. **136**
 12247 Fol. **137**
 9498 Fol. **135**
 113

Mun./Shire/City **MANLY**


Locality **MANLY**

Parish **MANLY COVE** County **CUMBERLAND**

Reduction Ratio **1 : 500** Lengths are in metres

STRATA PLAN 8920

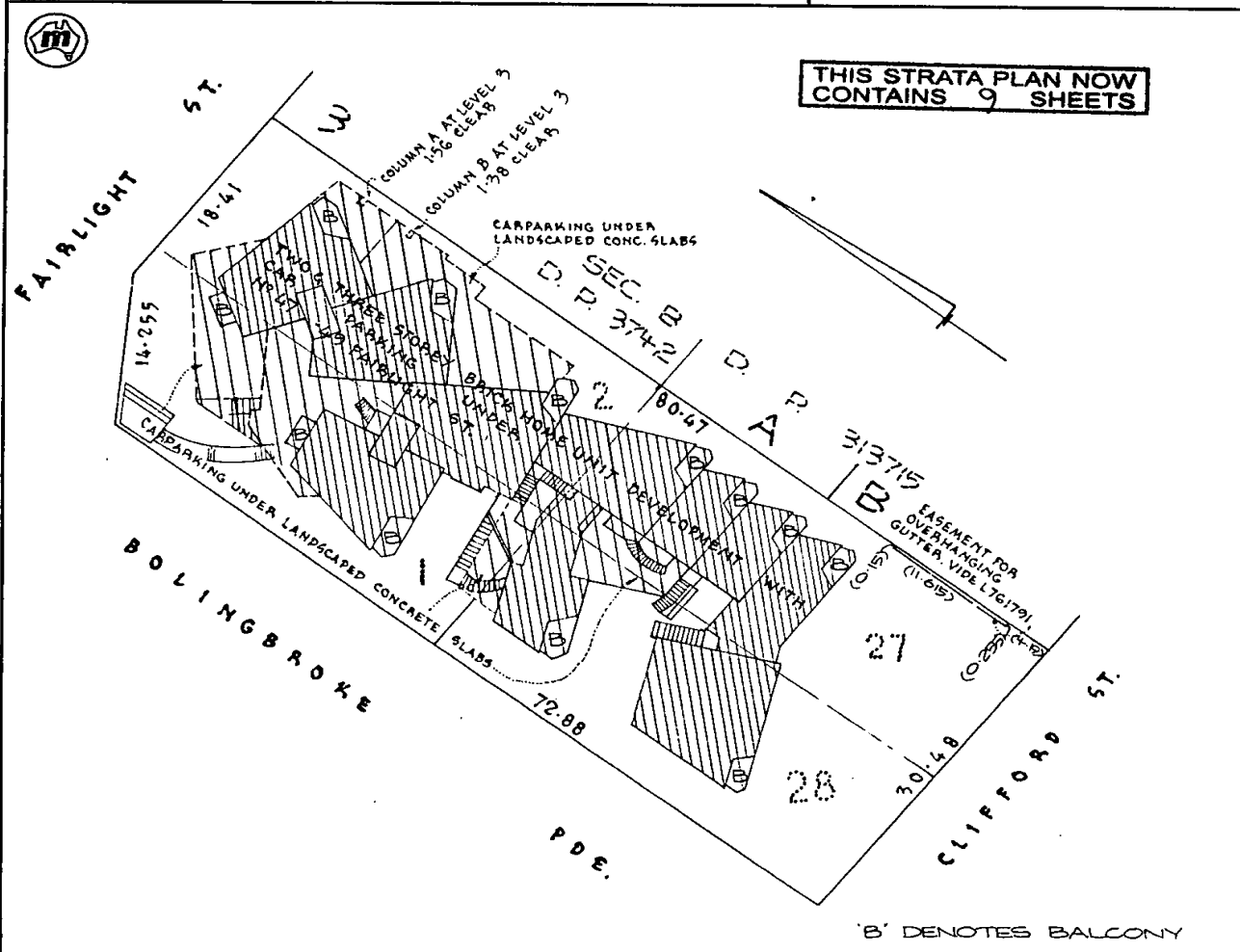
(E)

Registered:  **27-11-1974**

C.A.: NO. 2704 OF 22-10-1974

Ref. Map: **MANLY SH. 9**

Last Plan: **D. P. 3742 #**



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

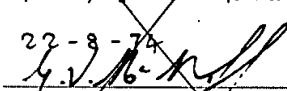
- (c) For use only where plan contains 10 lots or less. In other cases set out schedule on a separate sheet.
- (d) Delete if inappropriate.

Schedule of Unit Entitlement ^(c)		OFFICE USE ONLY
Lot No.	Unit Entitlement	Resubdivision
SEE	SHEET	2
AGGREGATE		

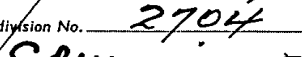
GREGORY VICTOR MAHFF
 of **CAMBRIDGE ST., EPPING 2121**
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel^(d) subject to clause (2) of this certificate;

(2) eaves or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No. _____

Dated **22-8-74**
 Signature 

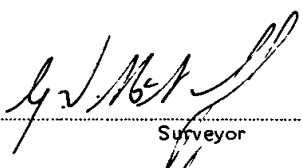
Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date **22-10-74**
 Subdivision No. **2704**

 Council Clerk

The address for service of notices on the body corporate is: **THE REGISTERED PROPRIETORS STRATA PLAN NO 8920 Cnr. FAIRLIGHT ST. & BOLINGBROKE PDE., MANLY. 2095**

STRATA PLAN No. 8920

SCHEDULE OF UNIT ENTITLEMENT		OFFICE USE ONLY
		CURRENT C/S OF T.
LOT NO	UNIT ENTITLEMENT	YOT RESUBDIVISION
1	359	
2	375	
3	369	
4	387	
5	395	
6	427	
7	439	
8	447	
9	379	
10	399	
11	408	
12	395	
13	417	
14	427	
15	537	
16	532	
17	529	
18	539	
19	557	
AGGREGATE	8317	


 Surveyor

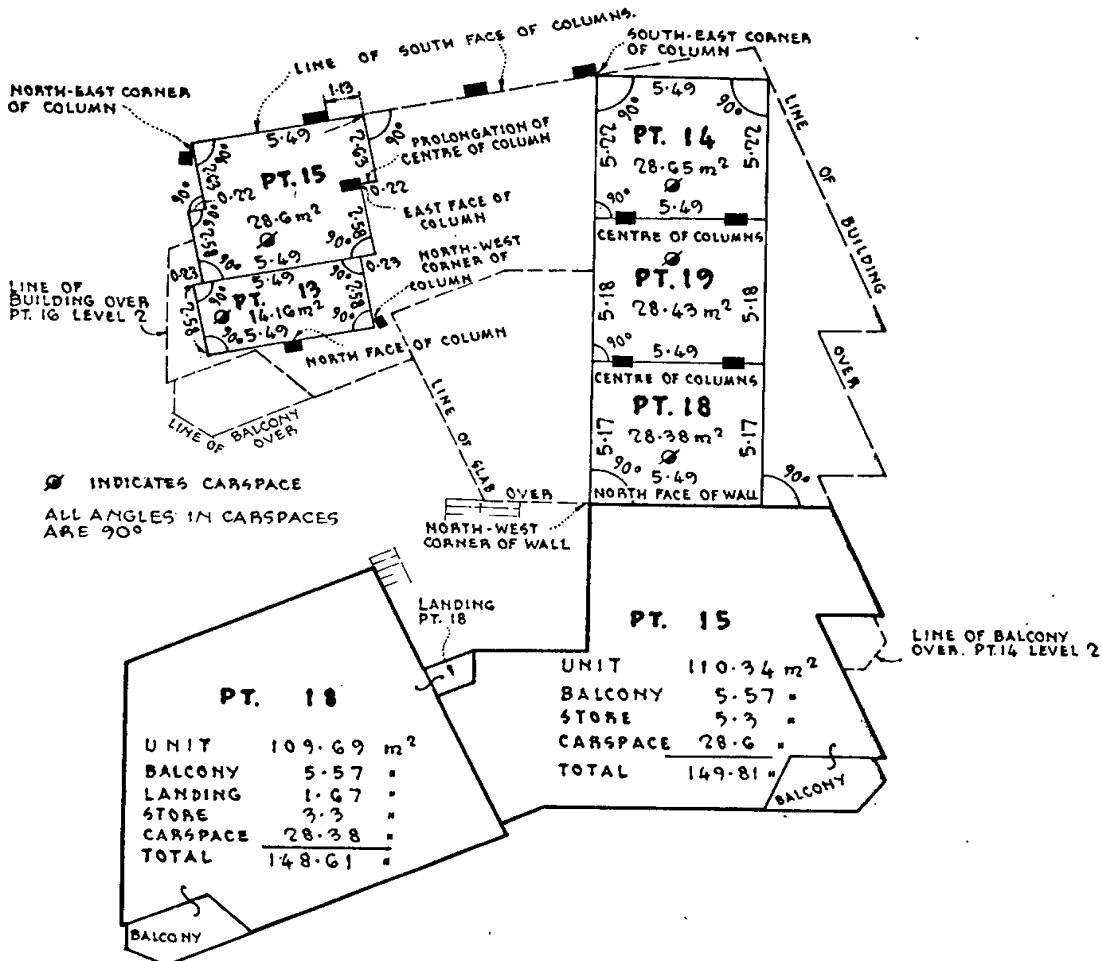

 Council Clerk.

STRATA PLAN No. 8920

REDUCTION RATIO 1:200

LEVEL 1

CARSPACES & UNITS



LANDING & BALCONIES ARE LIMITED IN HEIGHT TO THE CEILING LEVEL OF THE LOTS TO WHICH THEY ARE ATTACHED.
 THE EXTREMITIES OF THAT PART OF LOT 18 SHOWN AS 'BALCONY' IS LIMITED TO THE LINE OF THE BALCONY OVER & 1M DEPTH TO THE CONCRETE SLAB ON WHICH IT STANDS. (THAT PART OF THE SLAB REFERRED TO IS THE UPPER SURFACE)



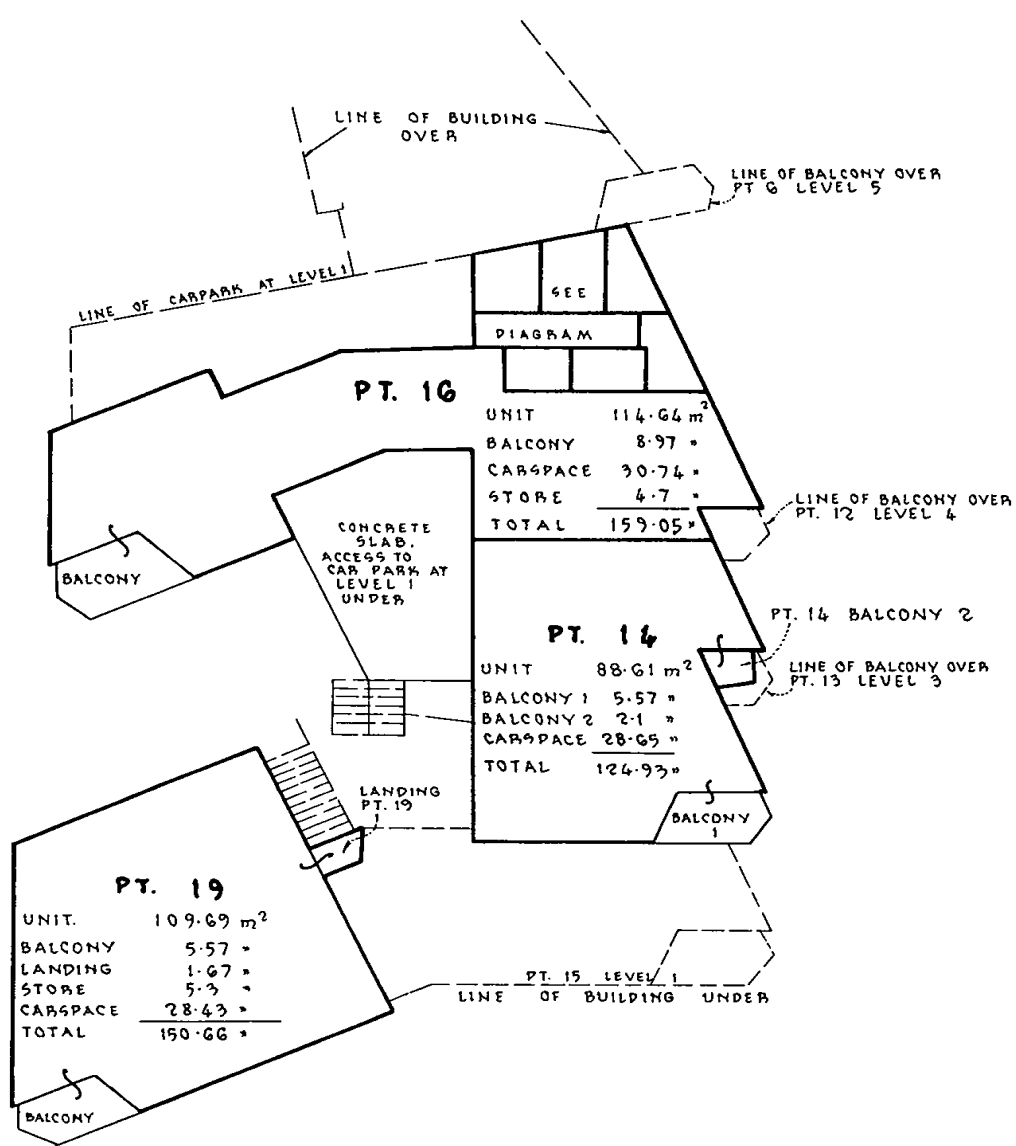
[Signature]
 Surveyor

[Signature]
 Council Clerk

STRATA PLAN No. 8920

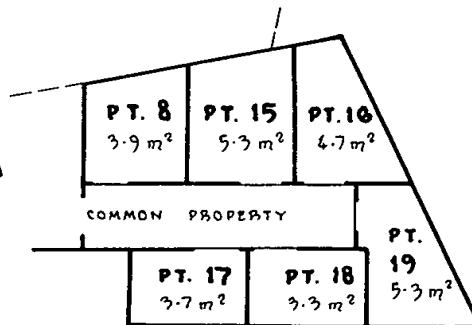
REDUCTION RATIO 1:200

LEVEL 2



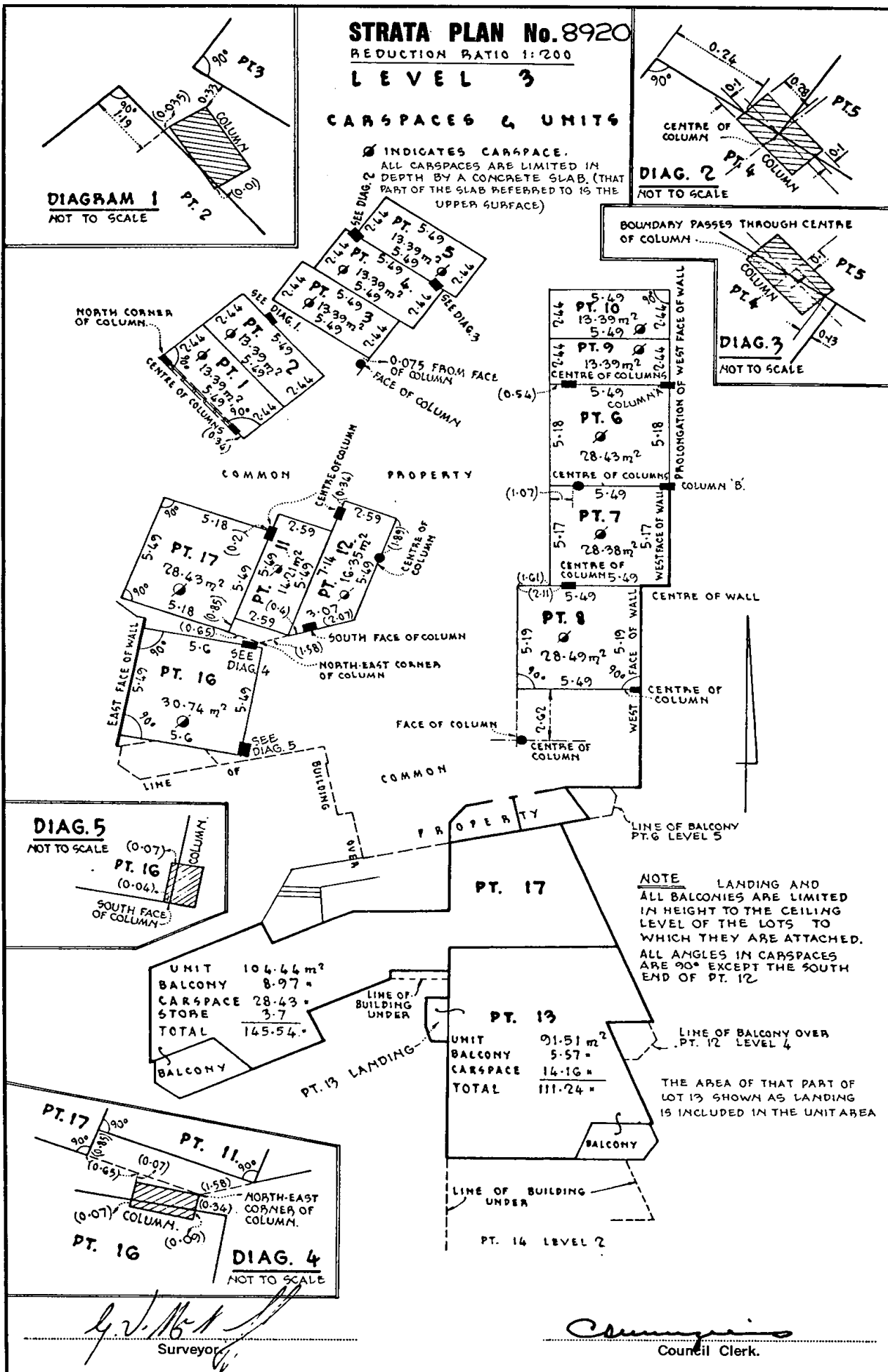
LANDING & BALCONIES ARE LIMITED IN HEIGHT TO THE CEILING LEVEL OF THE LOTS TO WHICH THEY ARE ATTACHED

DIAGRAM OF STORES



L.V. McRiff
 Surveyor

Chunjin
 Council Clerk.



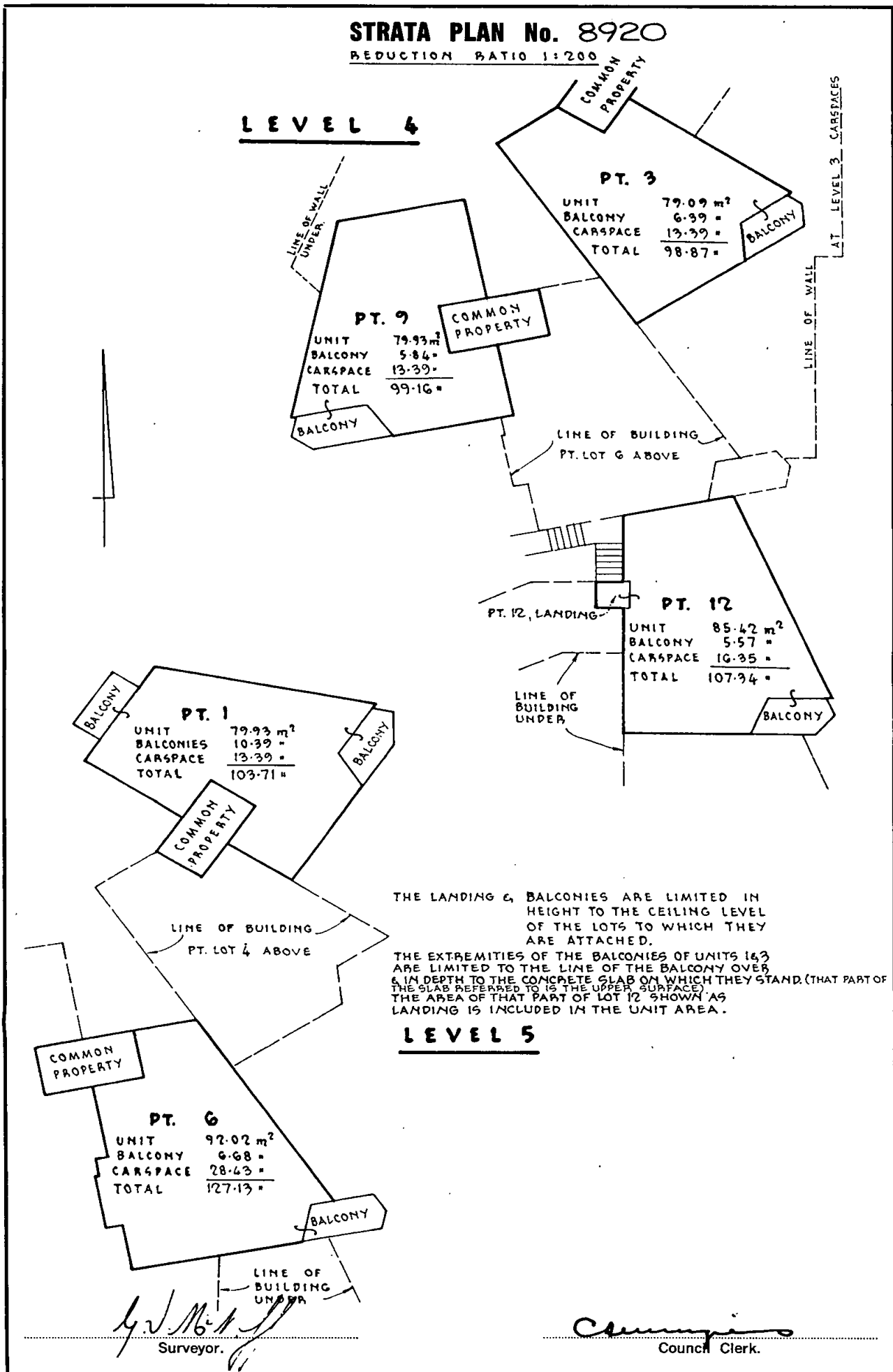
[Signature]
 Surveyor

[Signature]
 Council Clerk

STRATA PLAN No. 8920

REDUCTION RATIO 1:200

LEVEL 4



LINE OF WALL UNDER

COMMON PROPERTY

PT. 3

UNIT	79.09 m ²
BALCONY	6.39 =
CARSPACE	13.39 =
TOTAL	98.87 =

BALCONY

LINE OF WALL AT LEVEL 3 CARSPACES

PT. 9

UNIT	79.93 m ²
BALCONY	5.84 =
CARSPACE	13.39 =
TOTAL	99.16 =

COMMON PROPERTY

BALCONY

LINE OF BUILDING PT. LOT 6 ABOVE

PT. 12, LANDING

PT. 12

UNIT	85.42 m ²
BALCONY	5.57 =
CARSPACE	16.35 =
TOTAL	107.34 =

BALCONY

LINE OF BUILDING UNDER

PT. 1

UNIT	79.93 m ²
BALCONIES	10.39 =
CARSPACE	13.39 =
TOTAL	103.71 =

BALCONY

BALCONY

COMMON PROPERTY

LINE OF BUILDING PT. LOT 4 ABOVE

THE LANDING & BALCONIES ARE LIMITED IN HEIGHT TO THE CEILING LEVEL OF THE LOTS TO WHICH THEY ARE ATTACHED.

THE EXTREMITIES OF THE BALCONIES OF UNITS 1 & 3 ARE LIMITED TO THE LINE OF THE BALCONY OVER 6 IN DEPTH TO THE CONCRETE SLAB ON WHICH THEY STAND. (THAT PART OF THE SLAB REFERRED TO IS THE UPPER SURFACE) THE AREA OF THAT PART OF LOT 12 SHOWN AS LANDING IS INCLUDED IN THE UNIT AREA.

LEVEL 5

COMMON PROPERTY

PT. 6

UNIT	92.02 m ²
BALCONY	6.68 =
CARSPACE	28.43 =
TOTAL	127.13 =

BALCONY

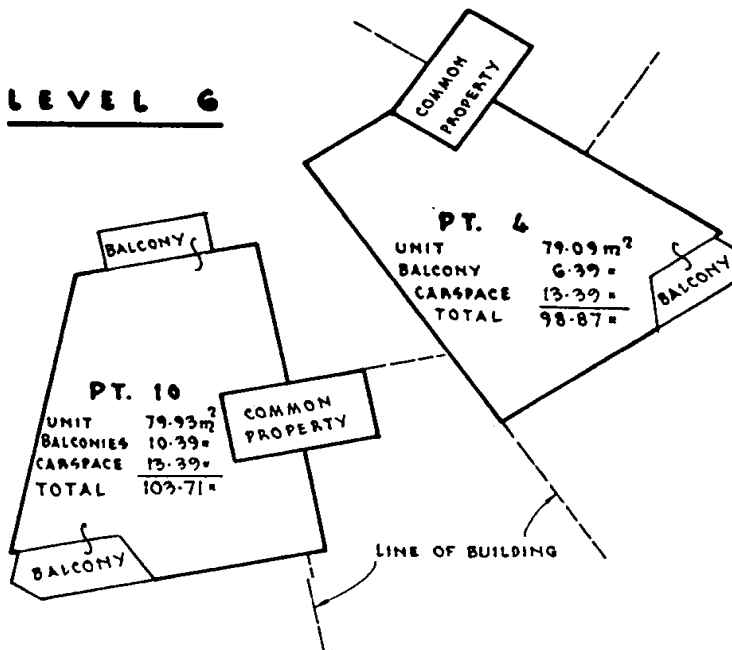
LINE OF BUILDING UNDER

G. V. M. A.
Surveyor.

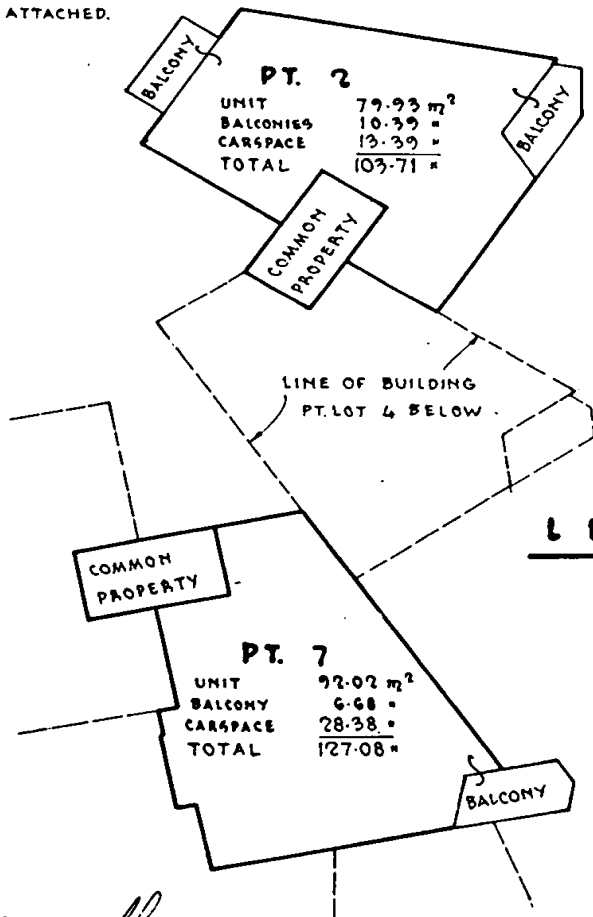
C. M. J.
Council Clerk.

STRATA PLAN No. 8920
REDUCTION RATIO 1:200

LEVEL 6



BALCONIES ARE LIMITED IN HEIGHT TO THE CEILING LEVEL OF THE LOTS TO WHICH THEY ARE ATTACHED.



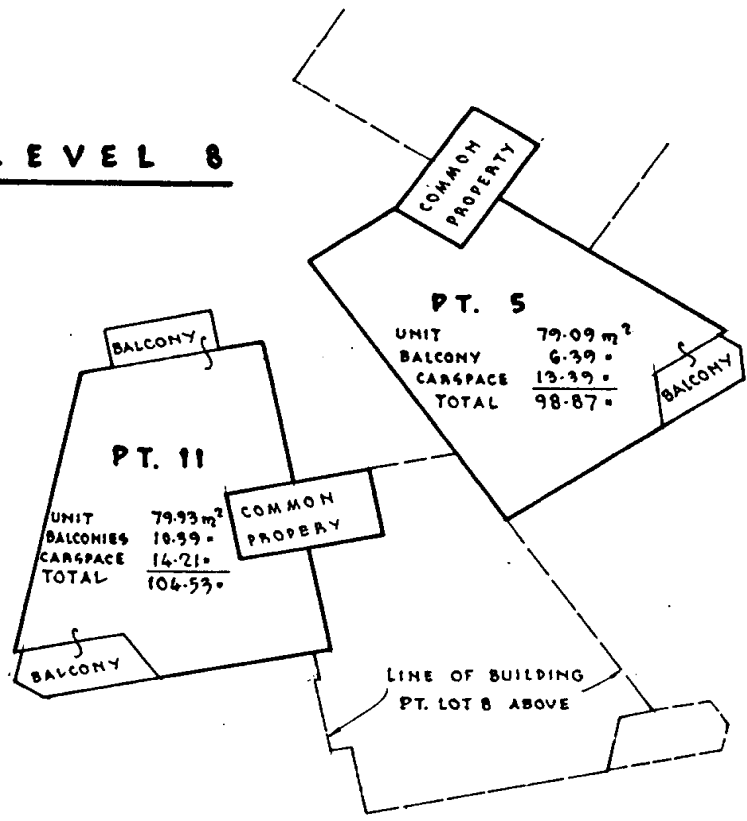
LEVEL 7

[Signature]
Surveyor.

[Signature]
Council Clerk.

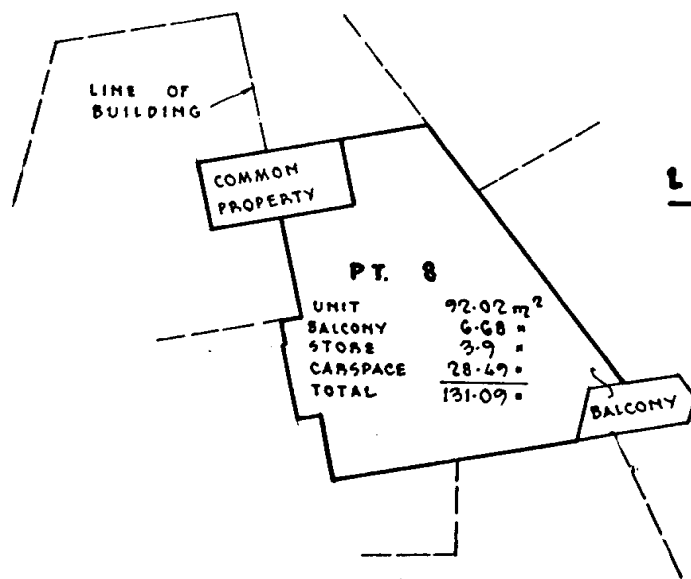
STRATA PLAN No. 8920
 REDUCTION RATIO 1:200

LEVEL 8



BALCONIES ARE LIMITED IN HEIGHT TO THE CEILING LEVEL OF THE LOTS TO WHICH THEY ARE ATTACHED.

LEVEL 9



[Signature]
 Surveyor

[Signature]
 Council Clerk.

RG 2/94

STRATA PLAN N° 8920

Annexure to Sheet 1 of 8 Sheets.
Address of Building:
47-49 FAIRLIGHT STREET,
MANLY NSW 1598
.....
Surveyor. *[Signature]*

SURVEYOR'S CERTIFICATE.

I, GREGORY VICTOR MCNIFF

of 4 CAMBRIDGE STREET, EPPING NSW 2121

a surveyor registered under the Surveyors Act, 1929, hereby certify that -

- (1) any wall, the inner surface or any part of which corresponds substantially with any line shown on the accompanying floor plan as a boundary of a proposed lot, exists;
- (2) any floor or ceiling, the upper or under surface of any part of which forms a boundary of a proposed lot, shown in the accompanying floor plan, exists;
- (3) any wall, floor, ceiling or structural cubic space, by reference to which any boundary of a proposed lot shown in the accompanying floor plan is defined, exists;
- (4) any building containing proposed lots erected on the land shown on the accompanying location plan and each proposed lot shown on the accompanying floor plan are wholly within the perimeter of the parcel * subject to sub-paragraphs (a) and (b) -
 - * (a) ~~except to the extent that the building encroaches on a public place;~~
 - * (b) ~~eaves and guttering of the building encroach on land other than a public place, in respect of which eaves and guttering an appropriate easement has been created by registered #~~

* (5) the survey information recorded in the accompanying location plan is accurate.

Signature *[Signature]* * Delete if inapplicable.
Date 2.9.74 # State whether dealing or plan, and quote registered number.

COUNCIL'S CERTIFICATE.

The Council of the *City *Municipality *Shire of *MANLY*

having satisfied itself that the requirements of the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with, approves of the proposed ~~strata plan~~ *strata plan of subdivision illustrated herein.

~~Council does not object to the encroachment of the building beyond the alignment of~~

~~This approval is given on the condition that lot(s)~~

~~is/are subject to the restriction on user referred to in section 39 of the Strata Titles Act, 1973.~~

Date *22-10-74*

Subdivision No. *2704* *[Signature]* Council Clerk * Complete, or delete if inapplicable.

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

SIGNED by WILLIAM JOHN ORME
the duly appointed Attorney
of the registered proprietors
who declares that he has no
notice of the Revocation of
the Power of Attorney Reg-
istered Number 152769 Misc-
ellaneous Register under
the authority of which he
has signed this document.

[Signature]
23.10.74

UNITED DOMINIONS CORPORATION LIMITED as
Mortgagee under Mortgage Nos. N423435
and N946687 consents hereto signed by
its Attorneys WILLIAM JOHN CAMERON
and LEONARD VINCENT STUBBINGS who
declare that they have no notice of
the revocation of the Power of Attorney
registered No.154240 Miscellaneous
Register under the Authority of which
they have just executed the within
Plan.

Signed at Sydney this 26th
day of October 1974.

[Signature]

Signed in my presence by the Attorneys
of UNITED DOMINIONS CORPORATION LIMITED
who are personally known to me.

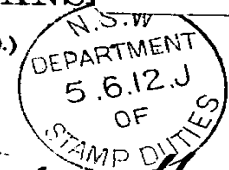
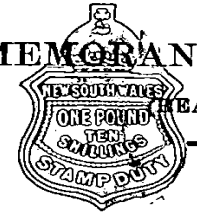
[Signature] J.P.

Fees:
Transfer
Endorsement
Certificate

New South Wales.

66
664813X

MEMORANDUM OF TRANSFER



FEE SIMPLE.

5-6-12

- a Name, residence, occupation, or other designation, in full, of Transferor.
- b If a less estate, strike out "in fee simple," and interline the required alteration.
- c All subsisting encumbrances must be noted hereon. (See page 2.)
- d If the consideration be not pecuniary, state its nature concisely.

I, Harry Mansfield Shelley of Sydney Merchant

being registered as the proprietor of an Estate in *fee simple*^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of^d Two hundred pounds
(£200)

- e Name, residence, occupation, or other designation in full, of transferee.
If a minor, state of what age, and forward certificate or declaration us to date of birth.
If a married woman, state name, residence and occupation of husband.

paid to me by George Louis Richardson of Manly Estate Agent and in further consideration of the sum of Two hundred and fifty pounds to the said George Louis Richardson paid by Helen Smith of Manly Spinster
or
the receipt whereof I hereby acknowledged respectively by me and the said George Louis Richardson

- f If to two or more persons, state whether joint tenants or tenants in common.

at the request and by the direction of the said George Louis Richardson testified by his Helen Smith
being a party to and executing these presents
do hereby transfer to the said

- g Area, in acres, rods, or perches.
- h Parish or town and county.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^e 24 1/2 perches situate in^h the Municipality of Fairbairn parish Manly Cove County Cumberland

- i "The whole" or "part," as the case may be.
- j "Crown Grant," or "Certificate of Title."
- k Strike out if not appropriate. These references will suffice, if the whole land in the grant or certificate be transferred.

beingⁱ part of the land comprised in^j Certificate of Title dated 30th March 1904 registered volume No. 1525 folio 163 and

^kAnd also in the pieces of land as follows:— being lot 2 of Section B as delineated upon Deposited plan No. 3742 deposited in the Lands Titles office Sydney

- But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz.":— Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

over
corit

[Rule up all blanks before signing.]

- Any provision in addition to, or modification of, the covenants implied by the Act,

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

The said Helen Smith for herself her heirs executors
administrators, and assigns covenant with the said Harry
Mansfield Shelley his heirs executors and administrators that
the said Helen Smith Harry Mansfield Shelley his heirs executors
or administrators or his or their agent shall not be required
by the said Helen Smith ^{or her executors administrators or assigns} to erect or repair or to
contribute to the cost of mending or repairing any fence
dividing the land comprised in this transfer from any land
of which the said Harry Mansfield Shelley his heirs executors
or administrators shall for the time being be legally
possessed or be the holder or holder or owner or owners

Memoandum of Encumbrances to referred to

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferor is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESSES
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.

This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.

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

n Repeat attestation for
additional parties if
required.

In witness whereof, I have hereunto subscribed ^{Out} my name at ^{by me}
the Twenty ninth day of April in the year
of our Lord one thousand nine hundred and twelve

Signed in my presence by the said

Harry Mansfield Shelley

WHO IS PERSONALLY KNOWN TO ME

John Gray
Clerk to H. Gray Greerton
Solicitor Greerton

Signed ^{in my presence} by
the said George Louis Richard
son who is personally known
to me.

W. H. Shelley
Transferor.*

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

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

hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Helen Smith

Helen Smith
Transferree.

WHO IS PERSONALLY KNOWN TO ME
Arthur William Smith
A Justice of the Peace

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

- q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferrer.

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

170.

Lodged by

(Name) Weaver & Allworth

(Address) Solicitors

2 Martin place
 Sydney

Upper
 Lot 2 Sec B DP 3742
 at Manly
 Subject to Covenant
 herein

H. K. Shelley Transferror.

Helen Smith Transferee.

Particulars entered in the Register Book, Vol. 1525
 Folio 163

the 20th day of June, 1912,
 at 3 minutes past 12 o'clock
 in the afternoon.

H. K. Shelley
 Registrar General.

84 8121.

	DATE.	INITIALS.
26 JUN 1912		
SENT TO DRAFTING BRANCH.	13.6.12	H.S.
RECEIVED FROM RECORDS	JUN 28 1912	C.R.
DRAFT WRITTEN	10.7.12	C.R.
DRAFT EXAMINED	10.7.12	H.S.
RETD. TO RECORDS (REQUISIT.)		
DRAFT FORWARDED		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
DIPLOMA COMPLETE		
CERTIFICATE EXAMINED	24.7.12	H.S.
ACCOUNTANT	JUL 25 1912	
DEL. REGISTRAR GENERAL	1 AUG 1912	

2274 194

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid. If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue. Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate. The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only. The Transfer is complete from the moment it is recorded.



No. U L761791

70 FEB 27 AM 9 39

\$750.
(2)

R.P. 13A

NEW SOUTH WALES
New South Wales
\$-07.50
EQUITY
1966

Fees:-
Lodgment
Endorsement

MEMORANDUM OF TRANSFER AND GRANT
(REAL PROPERTY ACT, 1900)

\$20-00

I, ROSE POWRIE CHEAL of Fairlight, Widow

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

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

(\$500.00) (the receipt whereof is hereby acknowledged) paid to her by

CHARLES FALKNER KELLETT

do hereby transfer (x)

and grant to

CHARLES FALKNER KELLETT late of Strathfield but now of 24
Clifford Avenue, Fairlight, Retired

(herein called transferee)

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

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

c description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land* (if part only)
		Whole or Part	Vol.	Fol.	
<u>CUMBERLAND</u>	<u>MANLY</u>	<u>WHOLE</u>	<u>2605</u>	<u>185</u>	

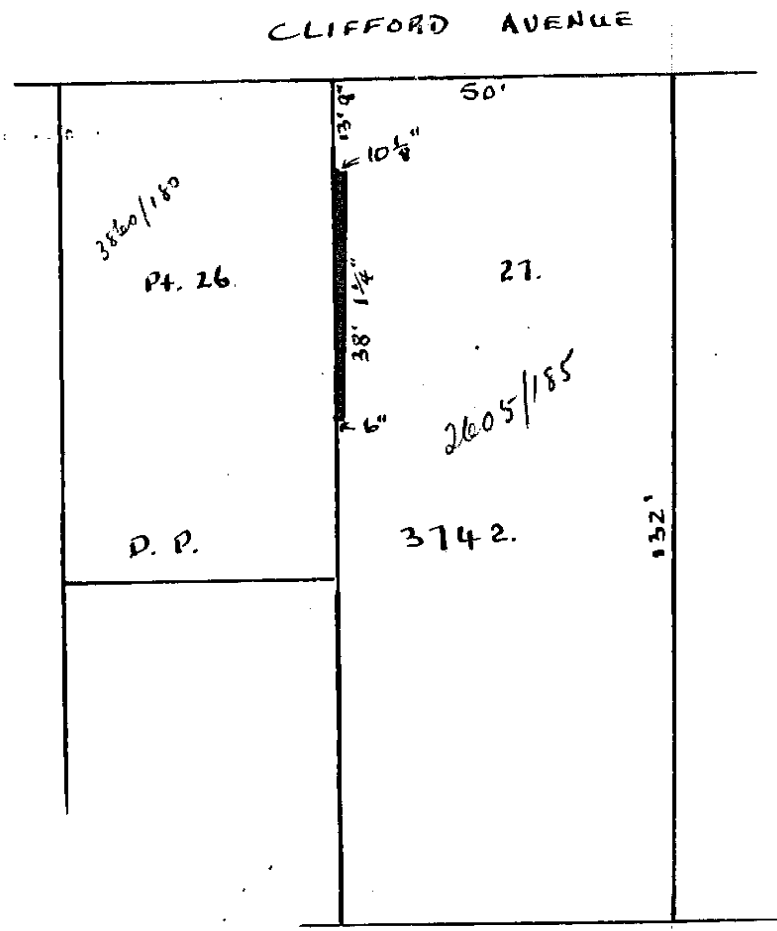
13314D

~~And the transferee covenant(s) with the transferor~~^d

Full and free right as appurtenant to the land comprised in Certificate of Title Volume 3860 Folio 180 to permit gutter to hang over all that piece of land of variable width as shown in the plan hereunder and therein coloured red. AND IT IS HEREBY AGREED AND DECLARED that this right shall subsist only so long as the cottage on the land to which the right is appurtenant remains standing.

^d Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made: or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.



ENCUMBRANCES, &c., REFERRED TO:
NIL.

^e A very short note will suffice,
K 1165-2 Sc 437-2

LODGE WITH DEPT. OF LAND

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a Commissioner for Affidavits to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London or of Agent of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney the twentieth day of February 1970.
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME
[Signature]
Solicitor
Sydney

R. Sheal
Transferor.*

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

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

[Signature]
SOLICITOR
FOR THE TRANSFEROR WHOSE SIGNATURE CANNOT BE OBTAINED WITHOUT DIFFICULTY AND DELAY.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

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

Signed at _____ the _____ day of _____ 19____.
Signed in the presence of-- _____

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

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. **L761791**

Lodged by *J. O'Keefe + Jones*
 Address
 Phone No.

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

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

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

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

who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1. _____	} Received Docs.
2. _____	
3. _____	} Nos.
4. _____	
5. _____	} Receiving Clerk
6. _____	
7. _____	

Indexed	MEMORANDUM OF TRANSFER <i>Document for Overlapping</i> <i>Butler</i>
Checked by	Particulars entered in Register Book 9-4-1970
Passed (in S.D.B.) by	at 11 Am. 2/6/3
Signed by	<i>J. O'Keefe</i> Registrar General



PROGRESS RECORD

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

Vol. _____ Fol. _____

LEAVE THESE SPACES FOR DEPARTMENTAL USE

D

Form: 15CH
Release: 2.1

CONSOLIDATION/ CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act
Real Property Act 1900



AN968273K

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/SP8920	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	390G	SPECTRUM CLIENT SOLUTIONS 131493N Reference: <u>G#W-9827</u>
		CODE CH

- (C) The Owners-Strata Plan No. 8920 certify that a special resolution was passed on 26/6/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
SPECIAL BY-LAW
Added by-law No. No. 4
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure **A**
- (G) The seal of The Owners-Strata Plan No. 8920 was affixed on 18 December 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Charles Wiggins
CHARLES WIGGINS

Authority:

Strata Manager
Strata Manager

Signature:

Name:

Authority:



ANNEXURE "A"

PLAN 8920

By-Law 1 Noise

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

By-Law 2 Vehicles

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

By-Law 3 Obstruction of common property

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

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

An owner or occupier of a lot must not:

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

By-Law 5 Damage to common property

- 1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.
- 2) An approval given by the Owners Corporation under clause 1) cannot authorise any additions to the common property.
- 3) This By-Law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects on the lot; or
 - (c) any structure or device to prevent harm to children.
- 4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

By-Law 6
Behaviour of owners and occupiers

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

By-Law 7
Children playing on common property in building

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

By-Law 8
Behaviour of invitees

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

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

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

By-Law 10
Drying of laundry items

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

By-Law 11
Cleaning windows and doors

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

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

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

By-Law 13

Moving furniture and other objects on or through common property

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

By-Law 14

Floor coverings

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

By-Law 15

Garbage disposal

An owner or occupier of a lot:

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

Keeping of Animals – Repealed – See Added Special By-Law 16 following:

Added Special by-Law 16

- 1) Subject to section 157 of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the approval in writing of the Owners Corporation, keep any animal on the lot or the common property.
- 2) The Owners Corporation may approve the approval of small non offensive domestic animals.

By-Law 17
Appearance of lot

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

By-Law 18
Notice board

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

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

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

Special By-Law 1
Exclusive Use of Area for Lot 18

Subject to the conditions and stipulations set out in this By-Law, the owner for the time being of Lot 18 ("the Owner") shall have a special privilege in respect of the common property to keep and maintain the deck attached to Lot 18 ("the deck") in accordance with the Council DA approval, including the plans, specifications and conditions which form an exhibit to the minutes of meeting at which this By-Law is made.

For the purposes of this By-Law, the maintenance and repair of the deck shall be referred to as the "works".

1. In exercising the special privilege conferred by this By-Law, the Owner must:
 - i) ensure that the works are completed in a proper and skillful manner, using proper and best quality materials and in accordance with local Council requirements;
 - ii) not obstruct or impede nor allow the obstruction or impediment of the common areas of the strata scheme in the course of the works by building materials, tools, machinery or debris;
 - iii) promptly make good any damage to the property of the Owners Corporation, and the property of the owner or occupier of another lot in the strata scheme occurring as a result of the works.
2. Subject to the terms of this By-Law, any amendment of the By-Laws from time to time and any resolution of the Owners Corporation under Section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation will continue to be

responsible for the proper maintenance of and keeping in a state of good and serviceable repair, the common property.

3. The Owner must maintain the deck in a state of good and serviceable repair, and must renew or replace it when necessary.
4. The Owner must indemnify the Owners Corporation against any expense or liability which would not have been incurred but for the works, including any liability under Section 65(6) of the Strata Schemes Management Act 1966 in respect of the deck.
5. The Owner may, at no cost to the Owners Corporation, remove the deck and restore the common property to its original condition in accordance with paragraphs i) to iii) of Condition 1 of this By-Law.
6. The Owner must meet all expenses of the Owners Corporation incurred in the making, registration and enforcement of this By-Law.
7. If the Owner fails to comply with any obligation under this By-Law, then the Owners Corporation has the right to:
 - i) carry out all work necessary to perform that obligation;
 - ii) enter upon any part of the parcel to carry out that work; and
 - iii) recover the costs of carrying out that work from the relevant owner as a debt (and include reference of that debt on levy notices and any other levy reports or information) and the relevant owner acknowledges that any debt for which the relevant owner is liable under this By-Law, is due and payable on written demand or at the direction of the Owners Corporation and, if not paid at the of one (1) month from the date on which it is due, will bear until paid, simple interest at an annual rate of 10% or, if the regulations provide for another rate, that other rate and the interest will form part of that debt.

Special By-Law 2

NOT REQUIRED

Special By-Law 3

Exclusive Use of Area for Lots 3 and 9

A. DEFINITIONS

1. In this By-Law, the following terms are defined to mean:
 - 1.1 **Act** means Strata Schemes Management Act 1996;
 - 1.2 **Building** means the Building situated at 47-49 Fairlight Street, Fairlight NSW 2094;
 - 1.3 **Owner of Lot 3** means the Owner of Lot 3 in Strata Plan 8920;
 - 1.4 **Owner of Lot 9** means the Owner of Lot 9 in Strata Plan 8920;

1.5 **Owner's Corporation** means the Owners Corporation created by the registration of Strata Plan registration Number 8920;

1.6 **Works** means the alterations and additions to be undertaken by the respective owners of lots 3 and 9 as follows:

1.6.1 removal of the front entrance pergolas/wooden palisades on the common area adjoining lots 3 and 9;

1.6.2 the installation of aluminium powder coated fencing adjoining lots 3 and 9.

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

B. RIGHTS

3. Subject to the conditions in paragraph C of this By-Law, the respective owners of lots 3 and 9 will have:

3.1 a special privilege in respect of the Common Property to perform the Works and to erect and keep the Works to and on the Common Property;

3.2 the exclusive right to use those parts of the Common Property between the rock wall and aluminium powder coated fencing adjoining each of the respective lots 3 and 9, and as proposed in the description of the Works set out in paragraph 1.6.2 above, being generally the area of the Common Property shown shaded on the plan annexed and marked "B" to this By-Law and hereafter referred to as the "Exclusive Use Area for Lots 3 and 9";

3.3 in using the Exclusive Use Area for Lots 3 and 9 the owners and occupiers of lots 3 and 9 shall observe and comply with any By-Laws affecting Strata Plan 8920 relating to common areas of the Building.

C. ACCESS

4. The respective owners of lots 3 and 9 shall provide access to the exclusive use area for lots 3 and 9 as and when required by the Executive Committee and or the employees appointed by the Strata manager and or contractors engaged by or on behalf of the Strata Manager and or contractors engaged by or on behalf of the Strata Manager in order to facilitate maintenance and improvements of the Building.

D. CONDITIONS

Maintenance

5. The respective owners of lots 3 and 9 must each properly maintain and keep the common property to which the Works are erected or attached to their respective lot in a state of good and serviceable repair.

6. The respective owners of lots 3 and 9 must properly maintain and keep the Works in a state of good and serviceable repair and must replace the Works as required from time to time.

Indemnity

7. The respective owners of lots 3 and 9 must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the performance, maintenance or replacement of the Works on the common property including liability under section 65(6) in respect of any property of the owner.

Cost of Works

8. The Works must be undertaken at the cost of the respective owners of lots 3 and 9.

Owners Fixtures

9. The Works shall remain the fixtures of the respective owners of lots 3 and 9.

Right to Remedy Default

10. If the respective owners of lots 3 and 9 fail to comply with any obligation under this By-Law, then the Owners Corporation may:
 - 10.1 carry out all work necessary to perform that obligation; enter upon any part of the parcel to carry out that work; and
 - 10.2 recover the costs of carrying out that work from the respective owners of lots 3 and 9 as the case may be.

Special By-Law 4

PART 1

1. Notwithstanding anything contained in the By-laws which otherwise apply to this scheme, all current and future Owners of Lot 11 in Strata Plan No. 8920 are subject to the benefits and obligations outlined in Part 3 of this By-law.

PART 2 DEFINITIONS

- 2.1 In this By-law, unless otherwise required by the context:
 - 2.1.1 **Act** means *Strata Schemes Management Act 2015*.
 - 2.1.2 **BCA** means the Building Code of Australia.
 - 2.1.3 **By-Law** means this By-Law.
 - 2.1.4 **Common Property** means any part of the common property created by the registration of Strata Plan No. 8920.
 - 2.1.5 **Fixtures and Fittings** means all fixtures and fittings that the Owner repairs, replaces or adds to the Common Property in carrying out, or repairing or maintaining, the Work.
 - 2.1.6 **Lot** means lot 11 in Strata Plan No. 8920.
 - 2.1.7 **Owner** means the person, persons or entity for the time being recorded on the strata

- roll as an owner of the Lot in accordance with section 4 of the Act.
- 2.1.8 **Owners Corporation** means the Owners Corporation created by the registration of Strata Plan No. 8920.
- 2.1.9 **Public Authority** has the meaning given to it in the *Environmental Planning and Assessment Act 1979*.
- 2.1.10 **Regulation** means Strata Schemes Management Regulation 2016.
- 2.1.11 **Strata Committee** means the Strata Committee for the time being of Strata Plan No. 8920.
- 2.1.12 **Work** means the work set out in item 3.1 and includes any further work carried out to maintain, repair or replace that work.
- 2.2 In this By-law, unless the context otherwise requires:
- 2.2.1 The singular includes the plural and vice versa.
- 2.2.2 Any gender includes any other gender.
- 2.2.3 Unless otherwise defined, any term has the same meaning as in the Act.
- 2.2.4 A reference to legislation is also a reference to any amending or replacing legislation.
- 2.3 In the case of any inconsistency between a provision of this By-law and any other By-law then, to the extent of such inconsistency, the terms of this By-law prevail.

PART 3 – ALTERATION TO LOT 11 & COMMON PROPERTY

- 3.1 Subject to the conditions set out in item 3.2 below, the Owners Corporation permits the Owner to undertake the following building work to the Lot and to the Common Property:
- 3.1.1 Increase the height of the balustrade to the balcony of the Lot to not less than one (1) metre above the floor to the western part of the balcony of the Lot by installing a glass panel properly affixed to the inside of the balustrade and complying with AS1288-2006 of the BCA.
- 3.2 Permission is granted for the Owner to carry out the Work, subject to the following conditions:
- General Conditions**
- 3.2.1 If the approval of any Public Authority is required to carry out the Work, the Owner must obtain the consent of the relevant Public Authority or Authorities prior to commencing the Work.
- 3.2.2 The Owner is liable for the cost of the Work,
- 3.2.3 The Work must be carried out in a professional and workmanlike manner by duly licensed and insured tradespeople.
- 3.2.4 The Work must be carried out in accordance with any approved plans.
- 3.2.5 The Work must be carried out in accordance with any relevant requirements of the *Environmental Planning and Assessment Act 1979 Environmental Planning*



and Assessment Regulations 2000 including any Essential Fire safety Measures.

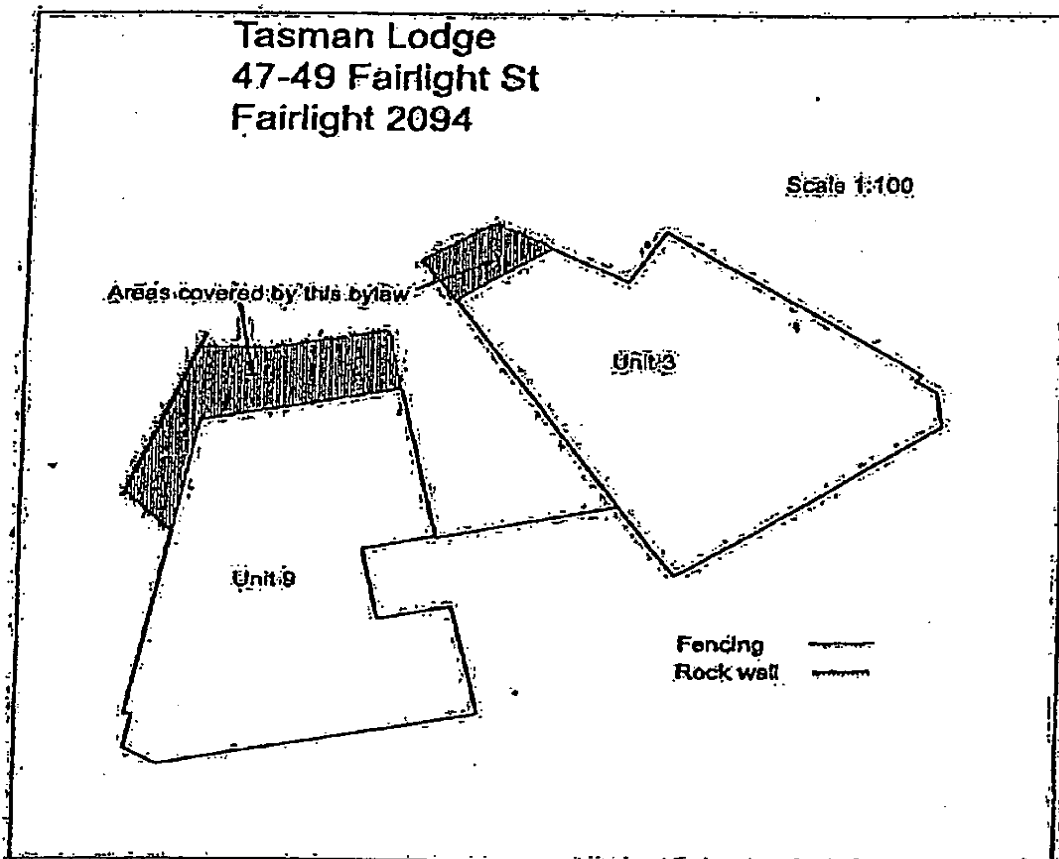
- 3.2.6 The Work must be carried out in accordance with any relevant Australian Standards.
- 3.2.7 To the extent that the Work requires any repair, replacement or addition to the Common Property, all repaired, replaced or added Fixtures and Fittings shall vest in the Owners Corporation.
- 3.2.8 Notwithstanding condition 3.2.7, the Owner is responsible to maintain and keep the Work and the Fixtures and Fittings in a state of good and serviceable repair, including replacing the Work and the Fixtures and Fittings as and when necessary.
- 3.2.9 The Owner indemnifies the Owners Corporation in respect of any damage (whether now or in the future) occasioned to any Common Property or to any other lot within the Strata Plan for whatever reason as a direct or indirect consequence of the Owner carrying out the Work.
- 3.2.10 The Owner is liable for all costs associated with drafting, amending and registering this
- 3.2.11 The Owner indemnifies the Owners Corporation for all legal and other costs incurred by the Owners Corporation as a direct or indirect result of the Owners breach of this By-law.
- 3.2.12 All new external finishes must match existing external finishes.
- 3.2.13 The Owner must provide all occupants of lots within the strata scheme with 14 days written notice of the nature of the Works and a works schedule.
- 3.2.14 All construction materials, equipment, debris and other material must be transported to and from the Lot in any manner reasonably directed by the Executive Committee.
- 3.2.15 All Common Property areas of the building must be reasonably protected from damage by the Work or by the transportation of construction materials, equipment, debris and other material to or from the Lot.
- 3.2.16 All Common Property areas outside the Lot must be kept clean and tidy whilst the Work is being completed.
- 3.2.17 The Work may only be carried out at the times reasonably directed by the Executive Committee.
- 3.2.18 The Owner must ensure that all debris resulting from the Work is removed immediately from the Lot and the Common Property.

Conditions binding on successors in title

- 3.2.19 For the avoidance of any doubt, the obligations and conditions imposed on the Owner herein shall be binding and enforceable as against the owner or owners for the time being of the Lot.



"B"



OK


Approved Form 10

Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

The seal of the The Owners – Strata Plan No. 8920 was affixed on 26 June 2018 in the presence of the following person(s) authorized by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: Charles Wiggins

Authority: Strata Managing Agent



Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 21946
Date: 03/05/2021
Certificate No. ePLC2021/3377

Address of Property: 12/47 Fairlight Street FAIRLIGHT NSW 2094
Description of Property: Lot 12 SP 8920

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

Manly Local Environmental Plan 2013

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Manly Development Control Plan 2013

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.

FORESHORE SCENIC PROTECTION AREA ZONE R1 GENERAL RESIDENTIAL

(b) Land use for land within Zone R1 that can be carried out without development consent:

Home-based child care; Home occupations.

(c) Land uses for land within Zone R1 that can be carried out only with development

consent :

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Water recreation structures; Water recycling facilities; Water supply systems.

(d) Land uses for land within Zone R1 that are prohibited:

Advertising structures; Water treatment facilities; Any development not specified in items (b) and (c)

Additional permitted uses

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

Refer to Schedule 1 of Manly Local Environmental Plan 2013.

(e) Minimum land dimensions

The *Manly Local Environmental Plan 2013* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Geotechnical Risk (Landslip)

Development on all of the land is affected by Clause 4.1.8 - *Manly Development Control Plan 2013*.

Contaminated Lands

Council has adopted a contaminated land policy which may restrict the development of land. This policy is expressed to apply when zoning or land use changes are proposed on lands which are considered to be contaminated, or on lands which have been remediated for a specific use.

- (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.

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.

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

03/05/2021

Sewer Service Diagram

Application Number: 8000684035

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

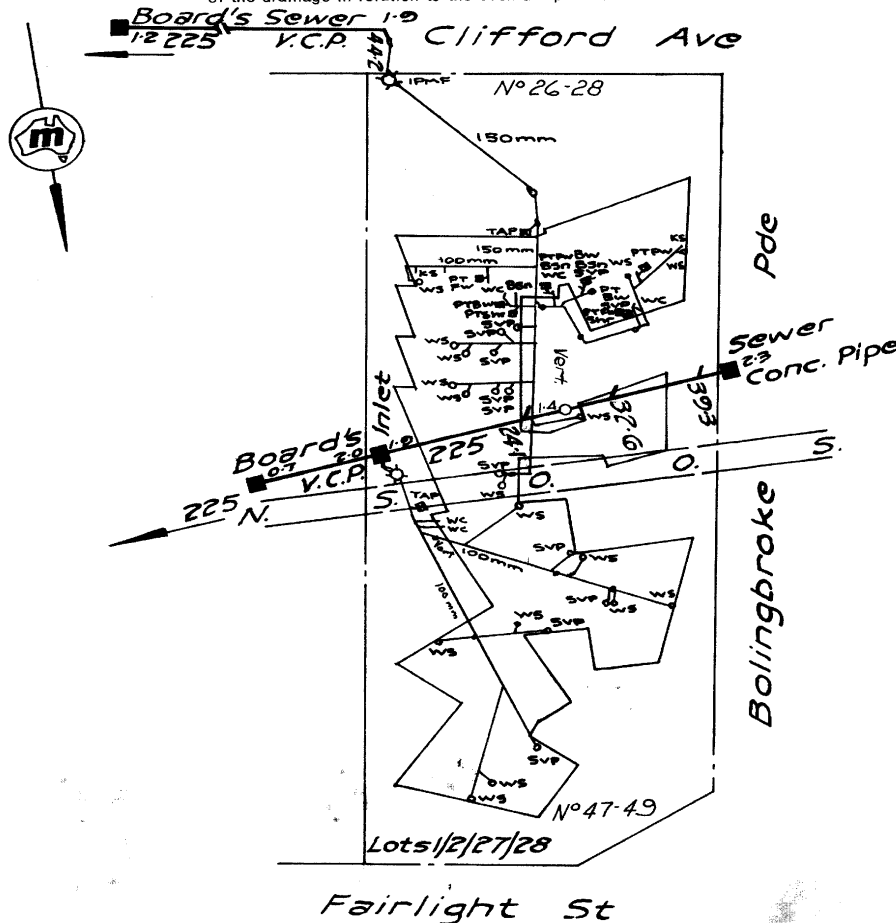
Municipality of Manly

No. - 248910

SYMBOLS AND ABBREVIATIONS							
□	Boundary Trap	RV	Reflux Valve	IP	Induct Pipe	Bsn	Basin
⊕	Inspection Shaft	↔	Cleaning Eye	MF	Mica Flap	Shr	Shower
■	Pit	OVERT	Vertical Pipe	T	Tubs	WIP	Wrought Iron Pipe
■ GI	Grease Interceptor	○ VP	Vent Pipe	KS	Kitchen Sink	CIP	Cast Iron Pipe
⊗	Gully	○ SVP	Soil Vent Pipe	WC	Water Closet	FW	Floor Waste
⊗ PT	P Trap	DCC	Down Cast Cowl	BW	Bath Waste	WM	Washing Machine

SEWER AVAILABLE

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



RATE No. W.C.s.
SHEET No. **2499** U.C.s. **Scale 1 : 500** For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
..... W.C.	Supervised by	Date	Date	Supervised by	Date
..... Bth.	Inspector	Date	Date	Inspector	Date
..... Shr.					
..... Bsn.	Chief Inspector	Date	Date	Inspector	Date
..... K.S.					
..... T.					
..... P.I.g.	Tracing Checked	Date	Date	Inspector	Date
Dge. Int.					
Dge. Ext.					

Outfall **N.S.** HL LL
Drainer
Plumber
Boundary Trap is/ required

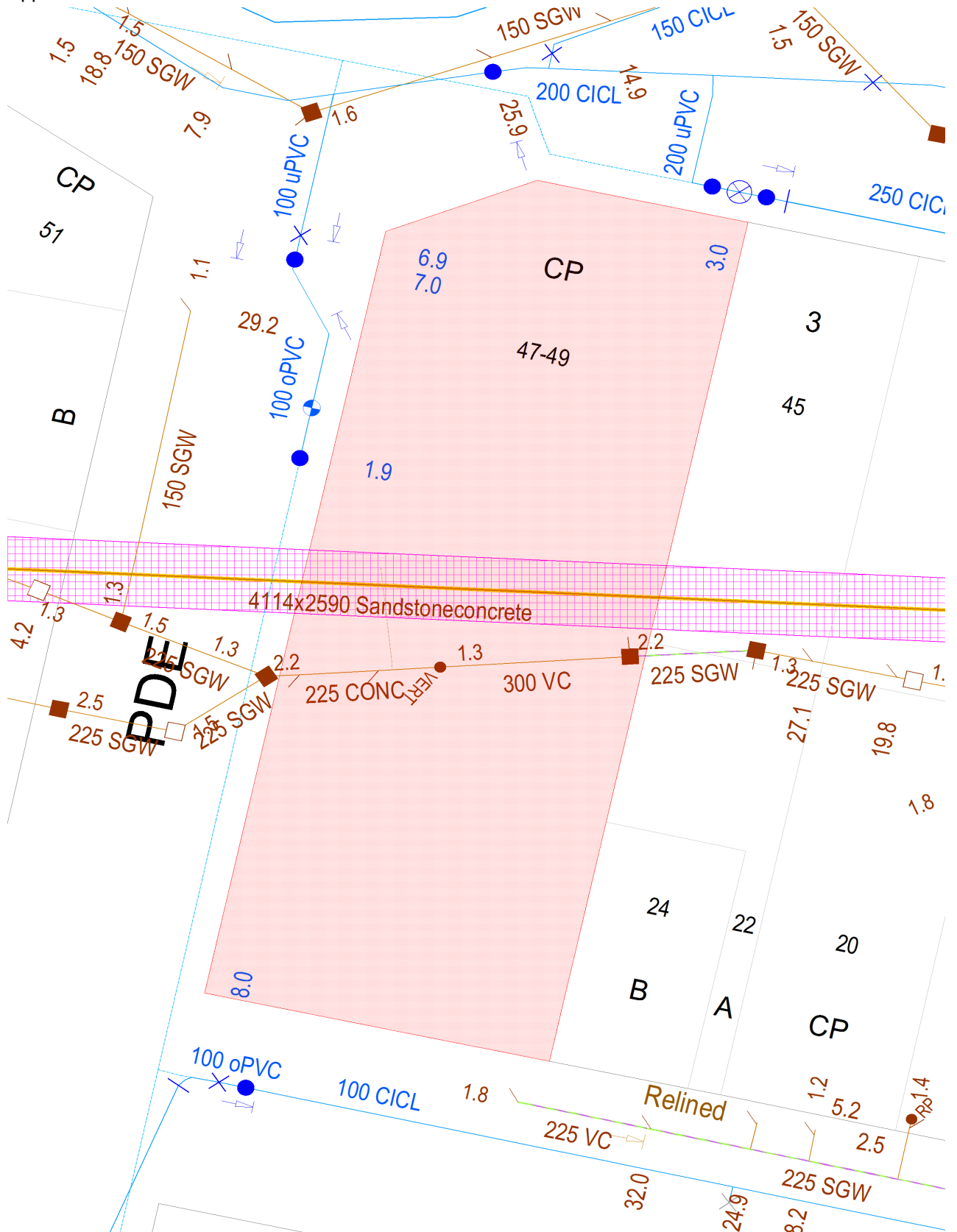
244 820 1425 000
22 316
22 326
22 325

30-8-74

Disclaimer

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

Service Location Print
Application Number: 8000684018



Document generated at 03-05-2021 02:00:18 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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