

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Raine & Horne Dee Why 685 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Ref: Richard Jackson
co-agent		
vendor	Maxwell John Turnbull and Diane Merle Turnbull 18/1219-1225 Pittwater Road, Collaroy, NSW 2097	
vendor's solicitor	Sharon Moss Legal Pty Ltd Suite 4124, Level 1, 834 Pittwater Road, Dee Why NSW 2099 PO Box 1142, Dee Why NSW 2099	Phone: 02 9981 1211 Fax: 02 9981 1010 Ref: RH:S2:180582 E:conveyancing@smosslegal.co m.au
date for completion land (address, plan details and title reference)	42nd day after the contract date 18/1219-1225 Pittwater Road, Collaroy, New South Wales 2097 Registered Plan: Lot 18 Plan SP 90006 Folio Identifier 18/SP90006	(clause 15)

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ car space ☐ storage space

☐ none ☐ other:

attached copies ☒ documents in the List of Documents as marked or as numbered:

☐ other documents:

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

inclusions ☒ blinds ☒ dishwasher ☒ light fittings ☒ stove

☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment

☐ clothes line ☒ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☒ other: air conditioner

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$ (10% of the price, unless otherwise stated)

balance \$

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Proposed electronic transaction** (clause 30)☐ no ☒ YES**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *RW payment*
(residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide
further details)If the further details below are not fully completed at the
contract date, the vendor must provide all these details in a
separate notice within 14 days of the contract date.***RW payment (residential withholding payment) – further details***Frequently the supplier will be the vendor. However, sometimes further information will be required as to which
entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

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

RPM Property Management

Suite 101/243 Pyrmont Street, Pyrmont, NSW 2009

Phone: 4154 30594

nadine@rpmproperty.com.au

SECTION 66W CERTIFICATE

I, _____ of _____,
, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **18/1219-1225 Pittwater Road, Collaroy**, from **Maxwell John Turnbull and Diane Merle Turnbull** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **Maxwell John Turnbull and Diane Merle Turnbull** and am not employed in the legal practice of a solicitor acting for **Maxwell John Turnbull and Diane Merle Turnbull** nor am I a member or employee of a firm of which a solicitor acting for **Maxwell John Turnbull and Diane Merle Turnbull** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

SPECIAL CONDITIONS OF SALE 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 Agent Act 2002*:-

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

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

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. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.
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:

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

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 stamp 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.

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>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>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>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 18B of the Swimming Pools Regulation 2008).

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*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*, and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing 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;
 - *remittance amount* payable;
 - *RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 s 70 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

- **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not 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, but only 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 *Lodgement 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*;
- 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- 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 *Lodgement 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
- 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>ENCL</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 *remittance amount* 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 *remittance amount*.
- 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.

18/1219-1225 PITTWATER RD COLLAROY NSW 2091

THESE ARE THE ANNEXED SPECIAL CONDITIONS, COMMENCING WITH SPECIAL CONDITION 32, REFERRED TO IN THE WITHIN CONTRACT FOR THE SALE OF LAND HEREINBEFORE SPECIFIED:-

If there is any inconsistency between any clauses in the printed form and any typed clauses in the special conditions in this contract, the typed special conditions will prevail.

32. AMENDMENTS TO PRINTED CLAUSES:

The form of contract is amended as follows:

- (a) Clause 2.9 is amended by adding the following additional words at the end:-
“... provided that the depositholder shall only be required to invest the deposit if the parties supply to the depositholder their tax file number/s.”
- (b) Clause 7 is amended as follows:-
 - (i) 7.1.1 delete 5% and replace with \$1.00; and
 - (ii) 7.2.1 delete 10% and replace with \$1.00.
- (c) Clause 8.1.1 is amended by the deletion of the words “on reasonable grounds”.
- (d) Clause 10.1.8 and 10.1.9 are amended by the deletion of the word substance where it appears and substituting that word with the word “existence”.
- (e) Clause 14.4.2 deleted and replaced with:
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 the land on a single holding basis;
 - the full taxable land value was applied without taking into account any land tax threshold provisions;
 - 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.

- (f) Clause 16.5 delete the words in the second line "plus another 20% of that fee".
- (g) Clause 16.8 is amended by the deletion of "settlement" where it appears and substituting with "bank" and the deletion of "\$10" where it appears and substituting with "\$5".
- (h) Clause 16.12 and 16.13 are amended by adding at the end the words "to a maximum sum of \$55.00".
- (i) Clause 17.3 is amended by the deletion of the words "...claim compensation (before or after completion) or...".
- (j) Clause 23.13 is amended by deleting "7 days" and replacing with "3 days".
- (k) Clause 23.14 is amended by deleting "7 days" and replacing with "3 days".
- (l) Clause 23.17.1 is amended by deletion of the words "must immediately" where it appears and substituting those words with the words "shall as soon as practicable".

33. CLAIM FOR COMPENSATION

Notwithstanding the provisions of Clause 7 of this Agreement to the contrary or any rule of law or equity to the contrary, any claim for compensation made by the Purchaser under this Agreement shall be deemed to be an objection or requisition entitling the Vendor to rescind this Agreement (by notice in writing served on the Purchaser prior to completion) in which event the provisions of Clause 19 shall apply.

34. DEATH, INSOLVENCY, ETC

1) Death or Mental Capacity

If before completion any individual being a party to this Contract dies or becomes mentally ill, then either party may rescind this Contract by service of notice, and the provisions of Clause 19 are to apply.

2) Financial Incapacity of Purchaser

If the Purchaser, being a corporation:-

- (a) goes into liquidation or provisional liquidation;

- (b) has a receiver, manager, receiver and manager, controller (as defined in Section 9 of the *Corporations Law*) or similar officer appointed to it or any of its assets;
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;
- (d) stops payment or is unable to pay its debts within the meaning of the *Corporations Law*; or
- (e) if any order is made or a resolution is effectively passed for the winding up of the Purchaser

then the Purchaser is in breach of an essential obligation of this Contract, and the Vendor may terminate this Contract by service of notice, and the provisions of Clause 9 are to prevail.

3) **Bankruptcy**

If the Purchaser is a natural person, the Purchaser warrants to the Vendor that the Purchaser:-

- (a) is not an undischarged bankrupt;
- (b) has not entered into a Deed of Arrangement or called a meeting of creditors under Part X of the *Bankruptcy Act 1966*; and
- (c) has not committed an act of bankruptcy.

35. **AGENT'S COMMISSION**

Purchaser's Warranty and Indemnity

The Purchaser (and if more than one each of them) warrants to the Vendor that he was not introduced to the property by any agent other than the agent referred to herein (if any), nor was any other agent the effective cause of the sale herein provided for.

The Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of any claim by such agent that such agent introduced the Purchaser to the property or was the effective cause of the sale herein provided for. This condition shall not merge on completion hereof.

36. PURCHASER'S ACKNOWLEDGEMENTS

36.1 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor (including by any estate agent acting on behalf of the Vendor):-

- (i) the inspection of and investigations relating to the land made by or on behalf of the Purchaser;
- (ii) the warranties and representations expressly contained in the Contract;
- (iii) the skill and judgment of the Purchaser, its consultants and representatives;
- (iv) opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's agents or employees.

36.2 The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purposes of the Purchaser, any patent or latent defects, any and all services to the property including but not limited to water or sewerage main, any underground or surface stormwater pipe or drain passing through or over or under the property, any sewer, manhole or vent which is on the property, the downpipes on the property, improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The Purchaser purchases the property and inclusions in their existing condition and state of repair and the Purchaser shall not call upon the Vendor to carry out any repairs whatsoever in relation to the property or inclusions sold.

36.3 The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations;
- (c) subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;
- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on

or passing over or through the property or to any easements in respect thereof or the absence of any such easements.

- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

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

36.4 The Purchaser acquire the property with the fences, as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The Vendor is under no obligation to fence or repair fencing before completion.

36.5 If the property is a strata title lot, for the purposes of this clause property includes the common property and all lots in the strata scheme.

37. NOTICE TO COMPLETE

If either party is unable or unwilling to complete or has failed to complete on the completion date specified in this Agreement, then the other party shall be entitled at any time thereafter to serve a Notice to Complete upon the other party making the time for completion an essential term of the Agreement and a fourteen (14) day notice shall be regarded as reasonable and sufficient for that purpose.

38. LATE COMPLETION

38.1 If this contract is not completed on or before the completion date because of the Purchaser's default then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay in cash to the Vendor on the eventual date of completion interest on the balance of the price.

38.2 Any such interest shall be calculated at the rate of 10% per annum from the completion date to the date on which the Purchaser completes this Contract, including only one of those dates, but in making this calculation there shall be

omitted any part of that period during which completion has been delayed because of the Vendor's default.

38.3 If in the circumstances described in clause 38.1 above, a notice to complete is served on behalf of the Vendor then, without prejudice to any other rights or remedies of the Vendor, the Purchaser must pay to the Vendor's solicitors, on the eventual date of completion, the sum of \$275.00 inclusive of GST in respect of the Vendor's additional legal costs.

38.4 The parties agree that the calculation of interest and legal costs as above represents a genuine pre-estimate of the Vendor's damages by way of lost interest on the unpaid purchase money, the Vendor's continuing liability for rates, taxes and other outgoings and additional legal costs.

38.5 The parties agree that the stipulation for the payment of interest and legal costs in the above circumstances is an essential term of this contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless all such amounts are paid on completion.

39. **PURCHASER'S FINANCE**

The purchaser warrants that:-

- (a) the purchaser does not require finance to purchase the property; or
- (b) the purchaser has obtained approval for such finance as is required to purchase the property.

The purchaser acknowledges that as a result of making the disclosure under this clause, the purchaser cannot terminate this Contract pursuant to the National Credit Code.

40. **APPORTIONMENTS**

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 requested by the other party make the correct calculation and pay such amount required to the party to whom it is payable within seven (7) days of such request. This clause shall not merge upon completion.

41. REQUISITIONS

For the purpose for printed clause 5 of this contract the vendor will be deemed to have complied with its obligations if it furnishes to the purchaser replies to requisitions contained in the printed form, a copy of which is attached to the contract.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/SP90006

SEARCH DATE

TIME

EDITION NO

DATE

10/12/2018

11:27 AM

2

22/7/2014

LAND

LOT 18 IN STRATA PLAN 90006

AT COLLAROY

LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MAXWELL JOHN TURNBULL

DIANE MERLE TURNBULL

AS JOINT TENANTS

(T AI754585)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90006

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

180582

PRINTED ON 10/12/2018

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



FOLIO: CP/SP90006

SEARCH DATE	TIME	EDITION NO	DATE
10/12/2018	11:27 AM	3	4/12/2015

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90006
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COLLAROY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP90006

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90006
ADDRESS FOR SERVICE OF DOCUMENTS:
1219-1225
PITTWATER ROAD
COLLARROY 2097

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 AI671140 POSITIVE COVENANT
- 4 AI671141 POSITIVE COVENANT
- 5 AI671142 POSITIVE COVENANT
- 6 AI671143 RESTRICTION(S) ON THE USE OF LAND
- 7 AI671144 RESTRICTION(S) ON THE USE OF LAND
- 8 AJ203486 CHANGE OF BY-LAWS
- 9 AK36322 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 90006

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 36	2	- 26	3	- 28	4	- 27
5	- 37	6	- 33	7	- 34	8	- 38
9	- 39	10	- 41	11	- 34	12	- 25
13	- 26	14	- 27	15	- 36	16	- 32
17	- 32	18	- 34	19	- 39	20	- 38
21	- 38	22	- 26	23	- 27	24	- 27

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90006

PAGE 2

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

STRATA PLAN 90006

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 39	26	- 32	27	- 32	28	- 38
29	- 41	30	- 38				

NOTATIONS

UNREGISTERED DEALINGS: NIL

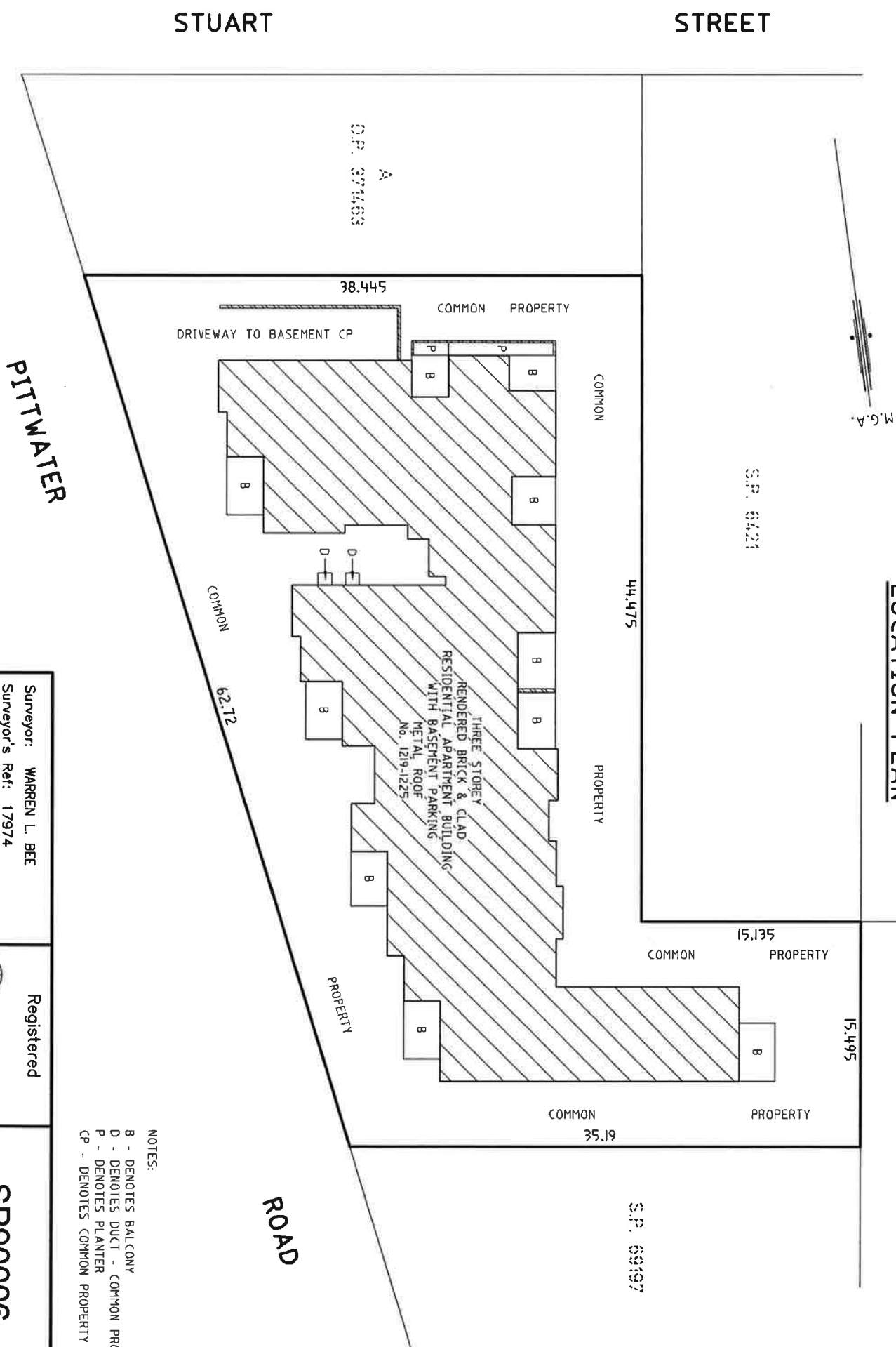
*** END OF SEARCH ***

180582

PRINTED ON 10/12/2018

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

LOCATION PLAN



NOTES:

B - DENOTES BALCONY
D - DENOTES DUCT - COMMON PROPERTY
P - DENOTES PLANTER
CP - DENOTES COMMON PROPERTY

PITTSWATER

Surveyor: **WARREN L. BEE**

Surveyor's Ref: 17974

Subdivision No: 11/2014

Lengths are in metres Reduction Ratio 1:250

Registered

08.07.2014

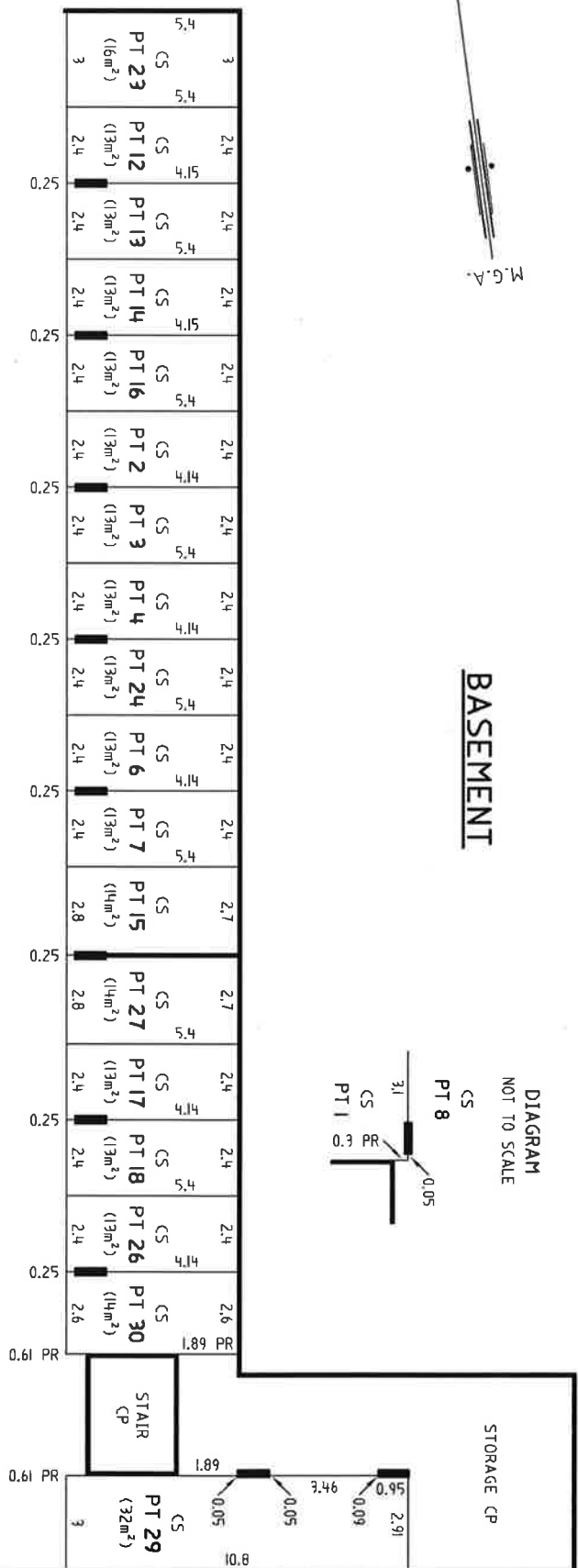
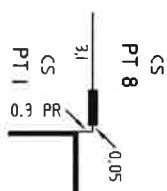
SP90006

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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M.G.A.

BASEMENT

DIAGRAM
NOT TO SCALE

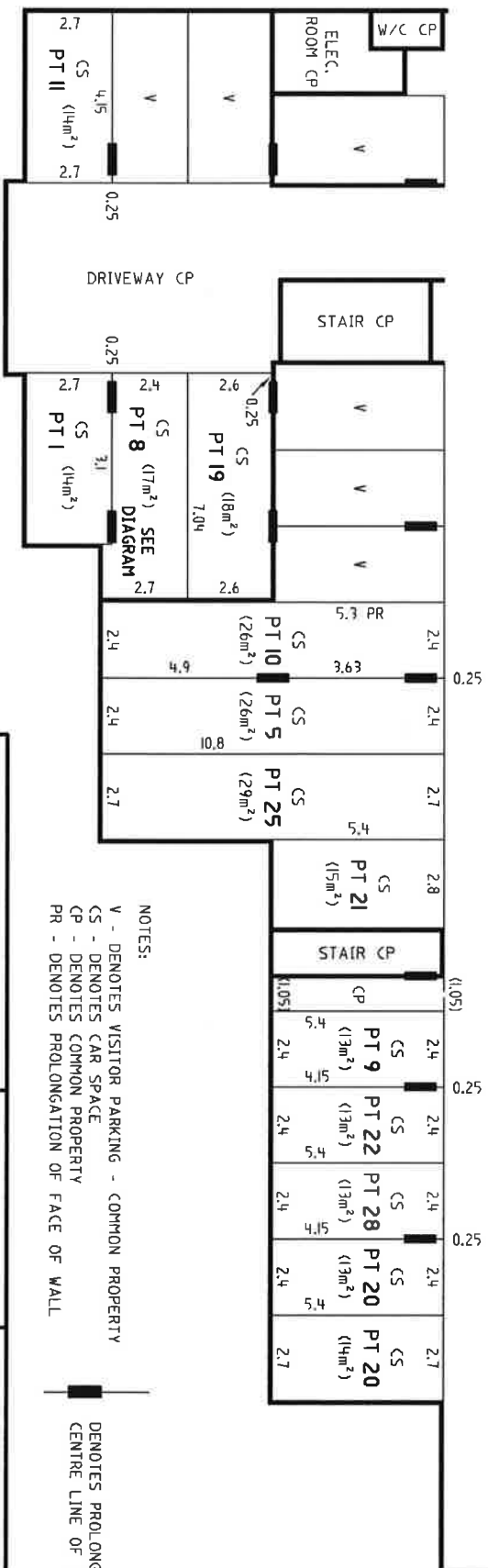


DRIVEWAY

COMMON

PROPERTY

(9)



NOTES:

V - DENOTES VISITOR PARKING - COMMON PROPERTY
CS - DENOTES CAR SPACE
CP - DENOTES COMMON PROPERTY
PR - DENOTES PROLONGATION OF FACE OF WALL

DENOTES PROLONGATION OF
CENTRE LINE OF COLUMN

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Registered

Surveyor: WARREN L. BEE

Surveyor's Ref: 17974

Subdivision No: 11/2014

Lengths are in metres Reduction Ratio 1:150

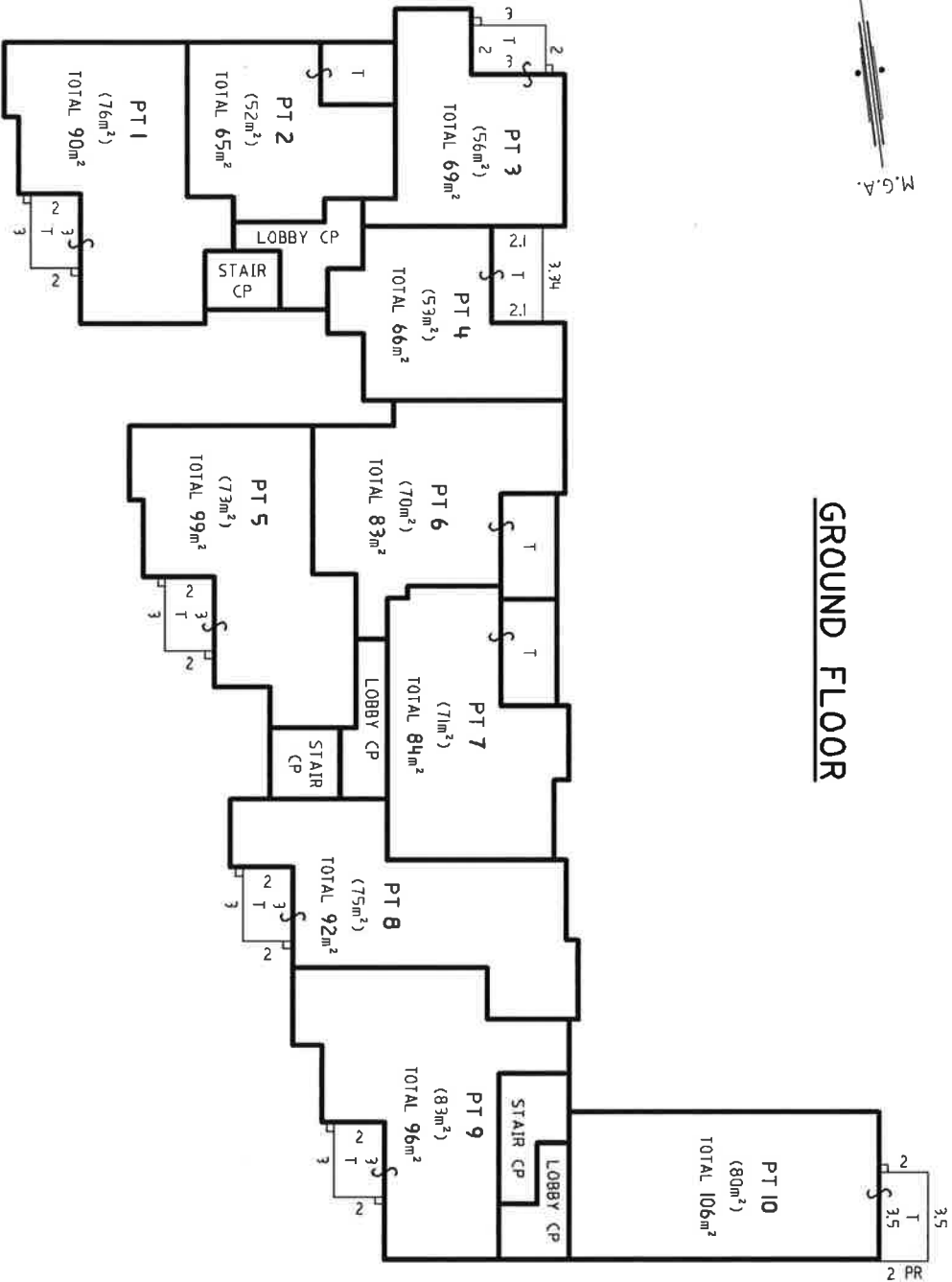


08.07.2014

SP90006

M.G.A.

GROUND FLOOR



NOTES:

- T - DENOTES TERRACE
 - CP - DENOTES COMMON PROPERTY
 - PR - DENOTES PROLONGATION OF FACE OF WALL
- TERRACES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

Surveyor: WARREN L. BEE

Surveyor's Ref: 17974

Subdivision No: 11/2014

Lengths are in metres Reduction Ratio 1:200

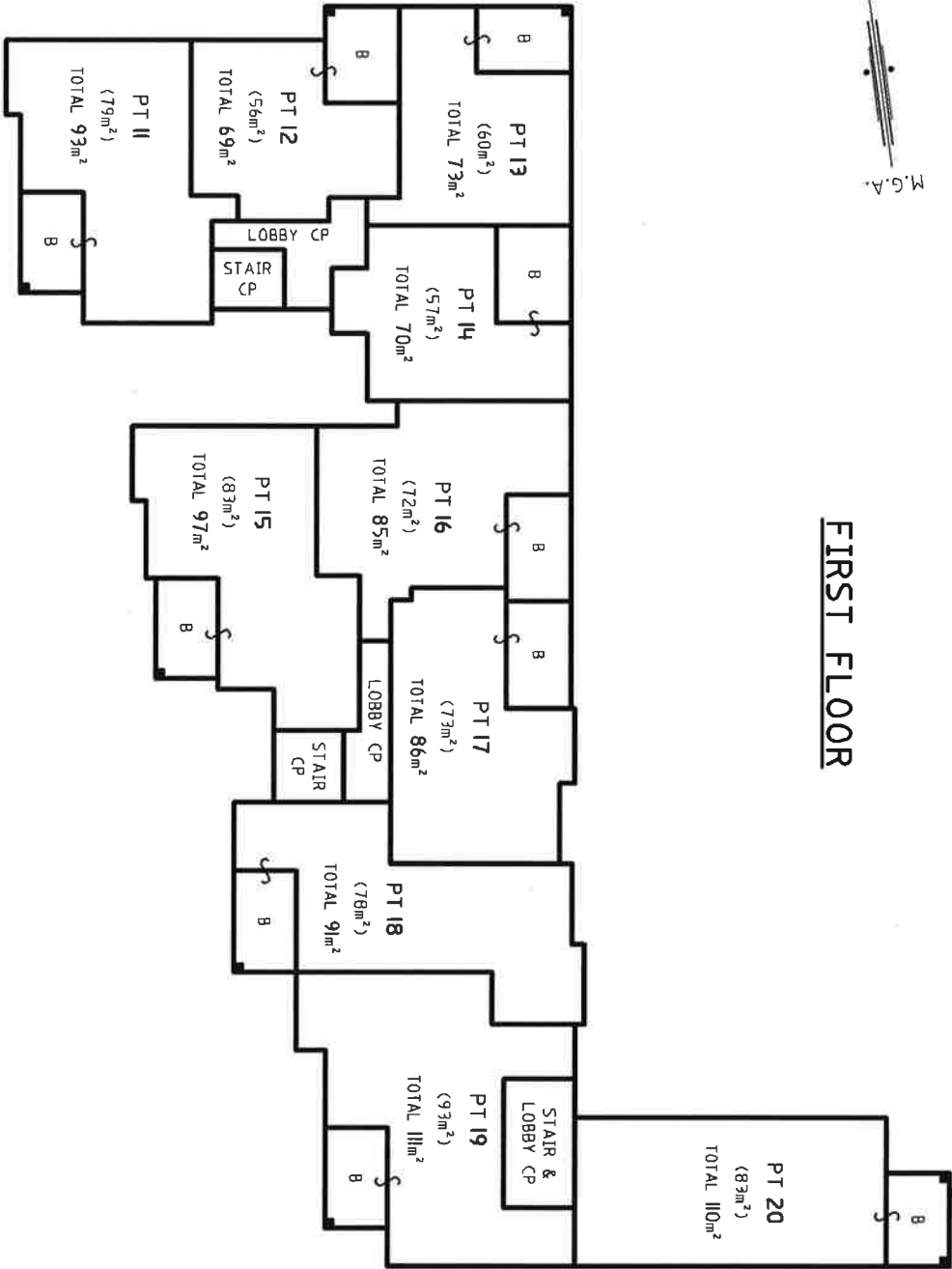
Registered

08.07.2014

SP90006



FIRST FLOOR



NOTES:

- B - DENOTES BALCONY
- CP - DENOTES COMMON PROPERTY

BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Registered



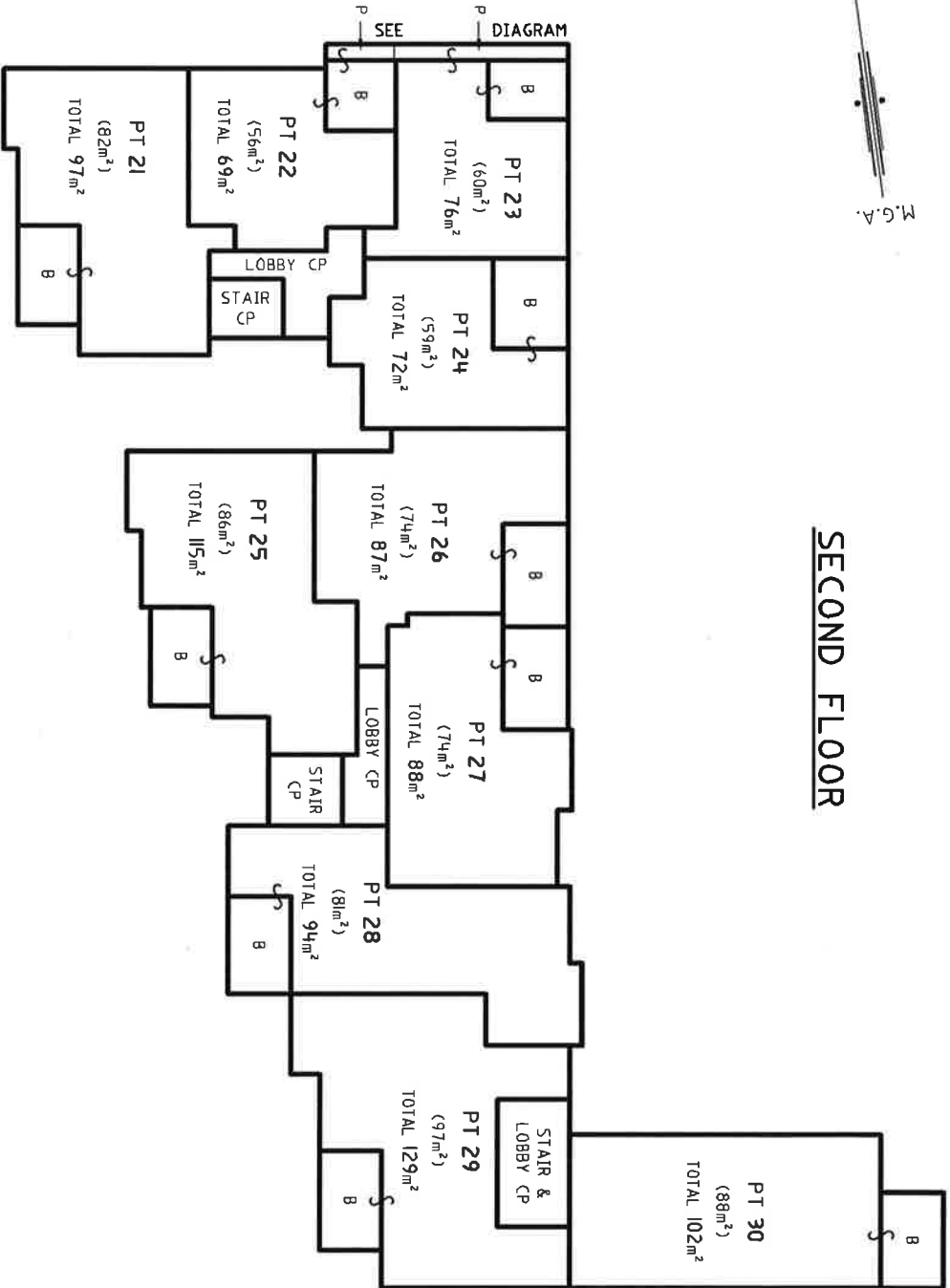
08.07.2014

Surveyor: WARREN L. BEE
Surveyor's Ref: 17974
Subdivision No: 11/2014
Lengths are in metres Reduction Ratio 1:200

SP900006



SECOND FLOOR

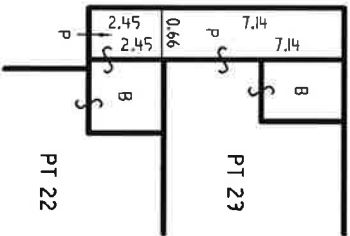


NOTES:
B - DENOTES BALCONY
P - DENOTES PLANTER
CP - DENOTES COMMON PROPERTY

BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

DIAGRAM
NOT TO SCALE


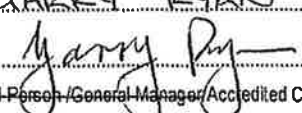
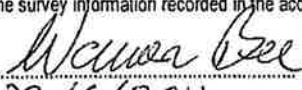


10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: WARREN L. BEE Surveyor's Ref: 17974 Subdivision No: 11/2014 Lengths are in metres Reduction Ratio 1:200	Registered 08.07.2014	SP90006
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection


ePlan

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p style="text-align: right;">Office Use Only</p> <p>Registered:  08.07.2014</p> <p>Purpose: STRATA PLAN</p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;">SP90006</p>	
<p>PLAN OF SUBDIVISION OF LOT 1</p> <p>DP 1192819</p>	<p>LGA: Warringah</p> <p>Locality: Collaroy</p> <p>Parish: Manly Cove</p> <p>County: Cumberland</p>	
<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) *The Council of:</p> <p>*The Accredited Certifier: <u>GARRY RYAN</u></p> <p>Accreditation number: <u>BPB0565</u></p> <p>has made the required inspections and is satisfied that the requirements of:</p> <p>* (a) Section 37 or 37A <i>Strata Schemes (Freehold Development) Act 1973</i> and clause 29A <i>Strata Schemes (Freehold Development) Regulation 2012</i>,</p> <p>* (b) Section 66 or 66A <i>Strata Schemes (Leasehold Development) Act 1986</i> and clause 30A of the <i>Strata Schemes (Leasehold Development) Regulation 2012</i>,</p> <p>have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>* (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>* (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>* (4) The building encroaches on a public place and;</p> <p>* (a) The Council does not object to the encroachment of the building beyond the alignment of</p> <p>* (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>* (5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the <i>Strata Schemes (Freehold Development) Act 1973</i> or section 68 of the <i>Strata Schemes (Leasehold Development) Act 1986</i>.</p> <p>Date: <u>23/6/2014</u></p> <p>Subdivision number: <u>11/2014</u></p> <p>Relevant Development Consent number: <u>CDC3/2014</u></p> <p>Issued by: <u>GARRY RYAN</u></p> <p>Signature: </p> <p style="text-align: center;">Authorised Person / General Manager / Accredited Certifier</p> <p>* Strike through if inapplicable.</p> <p>^ Insert lot numbers of proposed utility lots.</p>	<p>Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)</p> <p>The Owners – Strata Plan No 90006</p> <p>1219-1225 Pittwater Road, Collaroy 2097</p> <p>The adopted by-laws for the scheme are:</p> <p>* ^ Residential Model By-laws</p> <p>* together with, Keeping of animals: Option *A/*B/*G</p> <p>* By laws in _____ sheets filed with plan.</p> <p>* Strike through if inapplicable</p> <p>^ Insert the type to be adopted (Schedules 2 - 7 <i>Strata Schemes Management Regulation 2010</i>)</p>	
<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> <p>I, Warren L Bee</p> <p>of PO Box 330, Forestville NSW 2087</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, hereby certify that:</p> <p>(1) Each applicable requirement of</p> <p>* Schedule 1A of the <i>Strata Schemes (Freehold Development) Act 1973</i> has been met</p> <p>* Schedule 1A of the <i>Strata Schemes (Leasehold Development) Act 1986</i> has been met;</p> <p>* (2) * (a) The building encroaches on a public place;</p> <p>* (b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^..... to permit the encroachment to remain.</p> <p>* (3) The survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: </p> <p>Date: <u>23/6/2014</u></p> <p>* Strike through if inapplicable.</p> <p>^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p>SURVEYOR'S REFERENCE: 17974</p>	
<p>Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A</p>		

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only		Office Use Only	
Registered:  08.07.2014		SP90006	
PLAN OF SUBDIVISION OF LOT 1 DP 1192819			
Subdivision Certificate number: 11/2014		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>. • Signatures and seals - see 195D <i>Conveyancing Act 1919</i>. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
Date of endorsement: 23/6/2014			

Schedule of Unit Entitlement


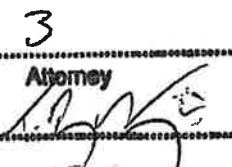
Lot No	Unit Entitlement	Lot No	Unit Entitlement
1	36	16	32
2	26	17	32
3	28	18	34
4	27	19	39
5	37	20	38
6	33	21	38
7	34	22	26
8	38	23	27
9	39	24	27
10	41	25	39
11	34	26	32
12	25	27	32
13	26	28	38
14	27	29	41
15	36	30	38
		Aggregate	1000

ARANDA PROPERTIES PTY LTD
ACN: 134 437 291
CHARLES MCINTOSH
SOLE DIRECTOR SECRETARY



SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER

Mortgagee under Mortgage No. AH519319, A1222867, A1247247,
Signed at 319 this June day of 2014 for National
Australia Bank Limited ABN 12 004 044 937
by
its duly appointed Attorney under Power of
Attorney No. 30 Book 4512

 3
Level Attorney

Witness/Bank Officer

TIM RUCKIN
ASSOCIATE

Surveyor's Reference: 17974

Strata Schemes Management Regulation 1997

Repealed version for 1 July 2005 to 31 August 2005 (accessed 10 December 2018 at 12:43)

Schedule 1

Schedule 1 Model by-laws

(Clause 23)

Residential Schemes

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

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

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

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

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

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

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

clean the area within which that thing was spilled.

- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

16 Keeping of animals

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

Option A

(1)

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

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3)

If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

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

Option C

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

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

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

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

Retirement Village Schemes

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any health or medical equipment that is necessary to preserve the health or well-being of the occupier of the lot, or
 - (c) any screen or other device to prevent entry of animals or insects on the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, equipment, screen or other device must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, equipment, screen or other device referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Behaviour of invitees

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

8 Depositing rubbish and other material on common property

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

9 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in

such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

10 Cleaning windows and doors

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

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

11 Storage of inflammable liquids and other substances and materials

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

12 Moving furniture and other objects on or through common property

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

13 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.

14 Garbage disposal

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

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

15 Keeping of animals

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

Option A

(1)

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

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog, a small caged bird or except fish kept in a secure aquarium kept on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3)

If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

- (a) notify the owners corporation that the animal is being kept on the lot, and

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

Option C

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

16 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 9.

17 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).

18 Provision of amenities or services

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

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

Industrial Schemes

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Children on common property

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

5 Behaviour of invitees

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

6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

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

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

8 Garbage disposal

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

necessary to clean the area within which that thing was spilled.

- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

9 Appearance of lot

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

10 Change in use of lot to be notified

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

11 Preservation of fire safety

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

12 Prevention of hazards

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

13 Provision of amenities or services

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

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

Hotel/Resort Schemes

1 Vehicles

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

2 Obstruction of common property

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

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

4 Behaviour of owners and occupiers

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

5 Behaviour of invitees

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

6 Depositing rubbish and other material on common property

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

7 Cleaning windows and doors

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

8 Storage of inflammable liquids and other substances and materials

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

9 Keeping of animals

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

10 Appearance of lot

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

11 Preservation of fire safety

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

12 Provision of amenities or services

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

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

Commercial/Retail Schemes

1 Vehicles

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other

vehicle on common property except with the prior written approval of the owners corporation.

- (2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

2 Obstruction of common property

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

3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in subclause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in subclause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

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

5 Depositing rubbish and other material on common property

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

6 Cleaning windows and doors

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

7 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) Subclause (1) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

8 Appearance of lot

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

9 Change in use of lot to be notified

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

10 Preservation of fire safety

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

11 Prevention of hazards

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

12 Provision of amenities or services

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

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

13 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

Mixed Use Schemes

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or
 - (e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

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

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

12 Storage of inflammable liquids and other substances and materials

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

motor vehicle or internal combustion engine.

13 Moving furniture and other objects on or through common property

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

14 Floor coverings

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

15 Garbage disposal

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

applying to the disposal of such waste.

- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (4) Subclause (3) does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

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

Option A

(1)

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

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

Option B

(1)

Subject to section 49 (4), an owner or occupier of a residential lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2)

The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a residential lot or the common property.

(3)

If an owner or occupier of a residential lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

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

Option C

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

17 Appearance of lot

- (1) The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

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

21 Provision of amenities or services

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

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

22 Controls on hours of operation and use of facilities

- (1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in subclause (1).

Form: 13PC
Licence: 06-09-753
Licensee: Softdocs
Williams Woolf & Zuur

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919



AI671140K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1192819

(B) LODGED BY

Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any ARANDA PROPERTIES PTY LTD PO BOX 7005 WARRINGAH MAIL, NEW. 2100 (02) 900 101 50 Reference (optional):	CODE PC
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(C) REGISTERED PROPRIETOR

Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of instrument	Name
Mortgage		

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **18** / **06** / **2014**

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

JOSEPH DI CRISTO

c/o - WARRINGAH COUNCIL

Signature of an authorised officer:

Name of authorised officer: **PAUL DAVID**

Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

(G) EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **ARANDA PROPERTIES PTY LTD ACN 134 437 291**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Charles McIntosh
Sole Dir Gen

Signature of authorised person:

Name of authorised person:

Office held:

(H) CONSENT OF THE MORTGAGEE

The mortgagee under Mortgage No. _____ agrees to be bound by this positive covenant. I certify I am an eligible witness and that the mortgagee signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure "A"

Registered Proprietor: ARANDA PROPERTIES PTY LTD ACN 134 437 291

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL



Authorised Person

- (a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purposes of this covenant:-

Structure and Works shall mean the on-site stormwater pump-out facilities constructed on the land as detailed on the plans approved by Council No. 2013/0777 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.


The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 18/06/2014

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:

)
)
) 
Authorised Person

Witness:

Name:

Occupation:


JOSEPH D. CEISTO
CIVIL ENGINEER

Signed on behalf of ARANDA PROPERTIES
PTY LTD ACN 134 437 291 the Registered
Proprietor by CHARLES VICTOR McINTOSH

)
)
) 
) Charles Victor McIntosh
Sole Director and Secretary

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AI671140



THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD
ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS
PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1192819

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of
Mortgage Registered No. AH519319, AI222867, AI247297, AI246243 hereby consents to the
within **Positive Covenant** but without prejudice to and reserving all its rights powers and
remedies under its Security.

DATED at *Dee Why* this *29th* day of *April* 2014

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)

Witness Signature

DAVID RUSSELL
ASSOCIATE

Print Name

Attorney Signature

Print Name

SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER

Ref:180582 /Src:M

Form: 13PC

Licence: 06-09-753

Licensee: Softdocs

Williams Woolf & Zuur

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



AI671141H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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

1/1192819

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any ARANDA PROPERTIES PTY LTD PO Box 7005, WARRINGAH HILL NSW 2100 900 101 50 Reference (optional):	CODE PC
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(C) REGISTERED PROPRIETOR

Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of instrument	Name
Mortgage		

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **18 / 06 / 2014**

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

JOSEPH DI CRISTO
C/O - WARRINGAH COUNCIL

Signature of an authorised officer:

Name of authorised officer: **PAUL DAVID**

Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

(G) EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **ARANDA PROPERTIES PTY LTD ACN 134 437 291**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Charles McNaught
Sec Dir Sec

Signature of authorised person:

Name of authorised person:

Office held:

(H) CONSENT OF THE MORTGAGEE

The mortgagee under Mortgage No. agrees to be bound by this positive covenant. I certify I am an eligible witness and that the mortgagee signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure "A"

Registered Proprietor: ARANDA PROPERTIES PTY LTD ACN 134 437 291

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier a Positive Covenant on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following positive covenant referred to above and applies to have such restriction recorded in the register.

TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL

- (a) Any expense reasonably incurred by it in exercising its powers under subparagraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purposes of this covenant:-

Structure and Works shall mean the on-site stormwater absorption system constructed on the land as detailed on the plans approved by Council No. 2013/0777 including all gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 18/0/2014

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:)

Witness:

Name:

Occupation:

Authorised Person

Signed on behalf of ARANDA PROPERTIES
PTY LTD ACN 137 970 211 the Registered
Proprietor by CHARLES VICTOR McINTOSH)

Charles Victor McIntosh
Sole Director and Secretary

Film With
AI671141



THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD
ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS
PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1192819

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of
Mortgage Registered No. AH519319, AI222867, AI247297, AI246243 hereby consents to the
within Positive Covenant but without prejudice to and reserving all its rights powers and
remedies under its Security.

DATED at *Dee Why* this *29th* day of *April* 2014

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)


Witness Signature

DAVID RUSSELL
ASSOCIATE

Print Name


Attorney Signature

Print Name

SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER

POSITIVE COVENA

New South Wales
Section 88E(3) Conveyancing Act



AI671142F

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

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(A) **TORRENS TITLE**

1/1192819

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any ARANDA PROPERTIES PTY LTD PO Box 7005, WARRINGAH HILL NSW 12100 (02) 900 1056 Reference (optional):	CODE PC
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(C) **REGISTERED PROPRIETOR**

Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291
--

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of instrument	Name
Mortgage		

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL
--

(F) The prescribed authority having imposed on the above land a positive covenant the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 18/1/2014

(G) **EXECUTION BY THE PRESCRIBED AUTHORITY**

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

Joseph Di Cristo
c/o - WARRINGAH COUNCIL

Signature of an authorised officer:

Name of authorised officer: PAUL DAVID

Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **EXECUTION BY THE REGISTERED PROPRIETOR**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: ARANDA PROPERTIES PTY LTD ACN 134 437 291

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Charles Melibosh
Sole Dir Sec

Signature of authorised person:

Name of authorised person:

Office held:

(H) **CONSENT OF THE MORTGAGEE**

The mortgagee under Mortgage No. I certify I am an eligible witness and that the mortgagee

agrees to be bound by this positive covenant. signed this application in my presence. [See note* below]

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

"A"

THIS IS ANNEXURE "A" TO A POSITIVE COVENANT IMPOSED BY
WARRINGAH COUNCIL UPON THE LAND DESCRIBED IN CERTIFICATE OF
TITLE FOLIO IDENTIFIER BY INSTRUMENT DATED
THE DAY OF 2014

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act.

Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

Land Burdened means the land described in Certificate of Title Folio Identifier

Prescribed Authority means Warringah Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

Owners Corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

Waste includes any garbage, recyclables, vegetable or materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

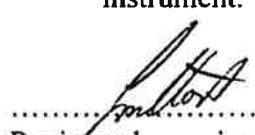
2. The registered proprietor and any user or occupier of the Land burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for
 - (a) The purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
 - (b) The delivery, removal, inspection and repair of Waste containers.

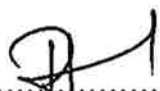
WARRINGAH COUNCIL

Page 2 of 3


Authorised Person

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and /or infrastructure located above or beneath the surface of the Land Burdened.
4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, guttering, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at Land and Property Information New south Wales ("LPI") including obtaining the production of the Certificate of Title of the Land Burdened at LPI to enable registration at such office of this covenant.
8. The registered proprietor of the Land burdened will pay its own and the Prescribed Authority's legal costs and out of pocket expenses (including registration fees) in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.
9. Warringah Council is the only party authorised to release, vary or modify this instrument.


.....
Registered proprietor
ARANDA PROPERTIES PTY LTD
ACN 134 437 291
Charles Victor McIntosh
Sole Director and Secretary


.....
Authorised Officer of the Prescribed Authority
WARRINGAH COUNCIL

Film WITH
AI671142



THIS IS AN ANNEXURE TO POSITIVE COVENANT WITH ARANDA PROPERTIES PTY LTD
ACN 134 437 291 AS REGISTERED PROPRIETOR AND WARRINGAH COUNCIL AS
PRESCRIBED AUTHORITY

DATED

Torrens Title: 1/1192819

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of
Mortgage Registered No. AH519319, AI222867, AI247297, AI246243 hereby consents to the
within **Positive Covenant** but without prejudice to and reserving all its rights powers and
remedies under its Security.

DATED at *Dee Why* this *29th* day of *April* 2014

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)

Witness Signature

DAVID RUSSELL
ASSOCIATE

Print Name

Attorney Signature

Print Name

SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER

Form: 13RPA
Licence: 05-11-685
Licensee: Softdocs
Williams Woolf & Zuur

**RESTRICTION ON THE USE OF LAND
BY A PRESCRIBED AUTHORITY**

New South Wales

Section 88E(3) Conveyancing Act 1919



AI671143D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1192819

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any ARANDA PROPERTIES PTY LTD PO BOX 7005 WARRINGAH HILL NSW, 2400 (02) 900 10150 Reference:	CODE RV
--------------------------------------	--	-------------------

(C) REGISTERED PROPRIETOR

Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of instrument	Name
Mortgage		

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL ACN 565 068 406

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **18 / 06 / 2014**

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note* below]

Signature of witness:

[Signature]
JOSEPH DI CRISTO

Name of witness:

Address of witness: **c/o - WARRINGAH COUNCIL**

Signature of an authorised officer:

[Signature]

Name of authorised officer: **PAUL DAVID**

Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **ARANDA PROPERTIES PTY LTD ACN 134 437 291**
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

[Signature]
Charles McIntosh
Sol Dir Sec

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

(H) CONSENT OF THE MORTGAGEE

The mortgagee under Mortgage No. **1/1192819**
I certify I am an eligible witness and that the mortgagee

agrees to be bound by this restriction.
signed this application in my presence. [See note* below]

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure "A"

Registered Proprietor: ARANDA PROPERTIES PTY LTD ACN 134 437 291

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

TERMS OF RESTRICTION ON USE OF LAND

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

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- VI. Warringah Council is the only party authorised to release, vary or modify this instrument.

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2013/0777 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 18/06/2014

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:

)
)
)



Authorised Person

Witness:



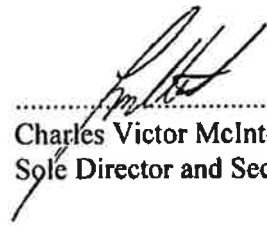
Name:

JOSEPH DI CRISTO

Occupation:


CIVIL ENGINEER.

Signed on behalf of ARANDA PROPERTIES)
PTY LTD ACN 134 437 291 the Registered)
Proprietor by CHARLES VICTOR McINTOSH)


.....
Charles Victor McIntosh
Sole Director and Secretary

.....

WARRINGAH COUNCIL


.....
Authorised Person

Film With
AI671143



THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED
AUTHORITY WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED
PROPRIETOR AND WARRINGAH COUNCIL ACN 565 068 406 AS PRESCRIBED
AUTHORITY


DATED

Torrens Title: 1/1192819


NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of
Mortgage Registered No. AH519319, AI222867, AI247297, AI246243 hereby consents to the
within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and
reserving all its rights powers and remedies under its Security.

DATED at *Oce Whys* this *29th* day of *April* 2014

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)


Witness Signature
DAVID RUSSELL
ASSOCIATE

Print Name


Attorney Signature

Print Name
SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER

Ref:180582 /Src:M
Form: 13KPA
Licence: 05-11-685
Licensee: Softdocs
Williams Woolf & Zuur

**RESTRICTION ON THE USE
BY A PRESCRIBED AUTHORITY**
New South Wales
Section 88E(3) Conveyancing

Leave this space clear. Affix additional
stamps in the top hand corner.



AI671144B

required
signature is

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1192819

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any ARANDA PROPERTIES PTY LTD PO BOX 7605 WARRINGAH MALL, NSW 2107 (02) 90010150 Reference:	CODE RV
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(C) REGISTERED PROPRIETOR

Of the above land ARANDA PROPERTIES PTY LTD ACN 134 437 291

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of instrument	Name
Mortgage		

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919 WARRINGAH COUNCIL ACN 565 068 406

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 18 / 06 / 2014...

(G) EXECUTION BY THE PRESCRIBED AUTHORITY

I certify I am an eligible witness and that an authorised officer of the prescribed authority signed this application in my presence. [See note* below]

Signature of witness:

[Signature]
Joseph Di Cristo

Name of witness:

Address of witness:

c/o - WARRINGAH COUNCIL

Signature of an authorised officer:

[Signature]

Name of authorised officer:

PAUL DAVID

Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

EXECUTION BY THE REGISTERED PROPRIETOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: **ARANDA PROPERTIES PTY LTD ACN 134 437 291**

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

[Signature]
Charles Mahesh
Sol Dir Sec

Name of authorised person:

Office held:

Signature of authorised person:

Name of authorised person:

Office held:

(H) CONSENT OF THE MORTGAGEE

The mortgagee under Mortgage No. **1**
I certify I am an eligible witness and that the mortgagee

agrees to be bound by this restriction.
signed this application in my presence. [See note* below]

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

Annexure "A"

Registered Proprietor: ARANDA PROPERTIES PTY LTD ACN 134 437 291

Aranda Properties Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier Restriction on the Use of Land on the terms set out in this instrument.

THE APPLICANT a prescribed authority within the meaning of Section 88E(1) of the Conveyancing Act 1919 imposes the following Restriction on the Use of the Land referred to above and applies to have such restriction recorded in the register.

TERMS OF RESTRICTION ON USE OF LAND

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

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.
- VI. Warringah Council is the only party authorised to release, vary or modify this instrument.

Structure and Works shall mean the on-site stormwater absorption system constructed on the land as detailed on the plans approved by Council No. 2013/0777 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act, 1900

DATE: 18/06/2014

Signed on behalf of the Council of Warringah
the Prescribed Authority by an authorised
person:

)
)
)



Authorised Person

Witness:



Name:

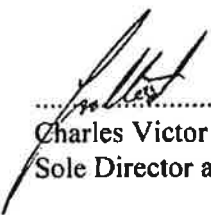
JOSEPH D. CRISTO

Occupation:

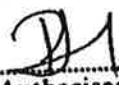
CIVIL ENGINEER.

Signed on behalf of ARANDA PROPERTIES
PTY LTD ACN 134 437 291 the Registered
Proprietor by CHARLES VICTOR McINTOSH

)
)
)
)


.....
Charles Victor McIntosh
Sole Director and Secretary

.....

WARRINGAH COUNCIL

.....
Authorised Person

Film N19H

AI671144



THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED
AUTHORITY WITH ARANDA PROPERTIES PTY LTD ACN 134 437 291 AS REGISTERED
PROPRIETOR AND WARRINGAH COUNCIL ACN 565 068 406 AS PRESCRIBED
AUTHORITY

DATED

Torrens Title: 1/1192819

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of
Mortgage Registered No. AH519319, AI222867, AI247297, AI246243 hereby consents to the
within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and
reserving all its rights powers and remedies under its Security.

DATED at *Dee Why* this *29th* day of *April* 2014

SIGNED SEALED AND DELIVERED for)
and on behalf of NATIONAL)
AUSTRALIA BANK LIMITED ABN 12)
004 044 937 by its Attorney)
who holds the position of)
Level 3 Attorney under)
Power of Attorney Registered No. 39)
Book 4512 in the presence of:)
)

Witness Signature

**DAVID RUSSELL
ASSOCIATE**

Print Name

Attorney Signature

Print Name

**SIMON KELLY
SENIOR BUSINESS
BANKING MANAGER**

Form: 15CB
Licence: 98M111
Edition: 0911

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900



AJ203486L

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

(A) TORRENS TITLE	For the common property CP/SP 90006		
(B) LODGED BY	Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any MCM STRATA REGISTRATIONS 8 HILLCREST AVE. ASHFIELD 2131 Reference (optional): MARIA MAIRE 0412445091	CODE CB

- (C) The Owners-Strata Plan No. **90006** certify that pursuant to a resolution passed on **2ND SEPT. 2014**
- (D) and in accordance with the provisions of **SECTIONS 47 AND 52 - STRATA SCHEMES MANAGEMENT ACT, 1996 (AS AMENDED)** the by-laws are changed as follows—
- (E) Repealed by-law No. **BY-LAW NO. 17**
- Added by-law No. **BY-LAW NOS. 20, 21 AND 22**
- Amended by-law No. **N/A**
- as fully set out below:

REFER TO ANNEXURE 'A'



- (F) The common seal of the Owners-Strata Plan No. **90006** was affixed on **20TH JAN. 2015** in the presence of—
- Signature(s) **[Signature]**
- Name(s) **MARIA MAIRE**

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

**“ANNEXURE A”
STRATA PLAN 90006
1219-1225 PITTWATER ROAD, COLLAROY**

20. BY-LAW 20 – Exclusive Use of Courtyard Area/Garden

20.1 The owner or occupier for the time being of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 in Strata Plan 90006 shall be entitled to the exclusive use and enjoyment of the courtyard/garden area shown on the plan annexed and marked Plan of Exclusive use areas and as designated for each respective lot in the Schedule to this By-Law, for any lawful purpose including without limitation a special privilege to use that area on the following conditions:-

- (a) The owner and occupier shall be responsible for the proper maintenance and keep in a state of good and serviceable repair of the common property in respect of which exclusive use is hereby granted.
- (b) The owner and occupier shall be responsible to maintain and keep in a state of good and serviceable repair the exclusive use area including any alterations and additions undertaken pursuant to this by-law and shall perform maintenance or repairs upon or replace the alterations and additions when the Owners Corporation by written notice shall require the owner or occupier to do so and in a manner approved by or directed by the Owners Corporation in writing (though not in a manner substantially inconsistent with the alteration and additions).

If the owner or occupier does not maintain and keep in a state of good and serviceable repair the exclusive use area to the satisfaction of the Owners Corporation, then without any notice the Owners Corporation may do any work or maintenance that it considers necessary and charge the owner or the occupier for the cost of such work or repairs.

- (c) The owner and occupier shall indemnify and keep indemnified the Owners Corporation against:-
 - i. Any sums payable by the Owners Corporation by way of increase premiums as a direct or indirect result of the right to exclusive use of the relevant area of common property;
 - ii. All actions, proceedings, claims and demands, cost, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the works or the altered state of the common property or lots arising therefrom.
 - iii. All costs, including legal costs, for making of this by-law, and any liability on the part of the Owners Corporation for any damage to works or improvements caused by or arising out of the carrying work referred to in Section 54 in the Strata Schemes Management Act 1996 or the exercise of the power of entry conferred by that section;



- (d) Any damage to the common property in the strata scheme caused directly or indirectly by the works or by the altered conditions on the common property or lots arising from the works shall be made good by and at the cost of the owners or occupier;
- (e) To carry out the work in a proper and workmanlike manner and by qualified tradesmen;
- (f) Where the owner or the occupier fails or neglects to carry out any work and discharge any duty referred to herein, the Owners Corporation by its agents, servants or contractors may carry out such work or perform such duty and may enter upon any part of the parcel for this purpose at any reasonable time or on notice given to any occupier of that part of the parcel and may recover the cost of doing such work or duty as a debt from the owner or occupier;
- (g) Any reference in Clause 1 to the owner and/or the occupier of the lot which has the benefit of the use of a courtyard/garden area, shall apply as to any act, liability or requirement imposed on them on a joint and several basis;
- (h) The benefit of the use of a courtyard/garden area that forms part of the common property is subject to any easements or rights of way that have been created or are to be created as part of the original construction of the buildings and the registration of the Strata Plan, including for water drainage and electricity.
- (i) The owner for the time being of the exclusive use courtyard/garden area will upon reasonable notice permit other owners or occupiers thoroughfare through the courtyard/garden area for the removal of their vegetation on not more frequently than once a fortnight.
- (j) The owner/occupier of the courtyard/garden area prior to carrying out any landscaping or other works in respect of the courtyard/garden area must first obtain the written approval of the Executive Committee for such landscaping or other works and the application for consent shall provide detail of the proposed works. The Executive Committee may not unreasonably withhold its consent.

SCHEDULE

Lot	Exclusive Use Area
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

As set out and shown on the plan annexed.



STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets

PLAN OF EXCLUSIVE USE AREAS

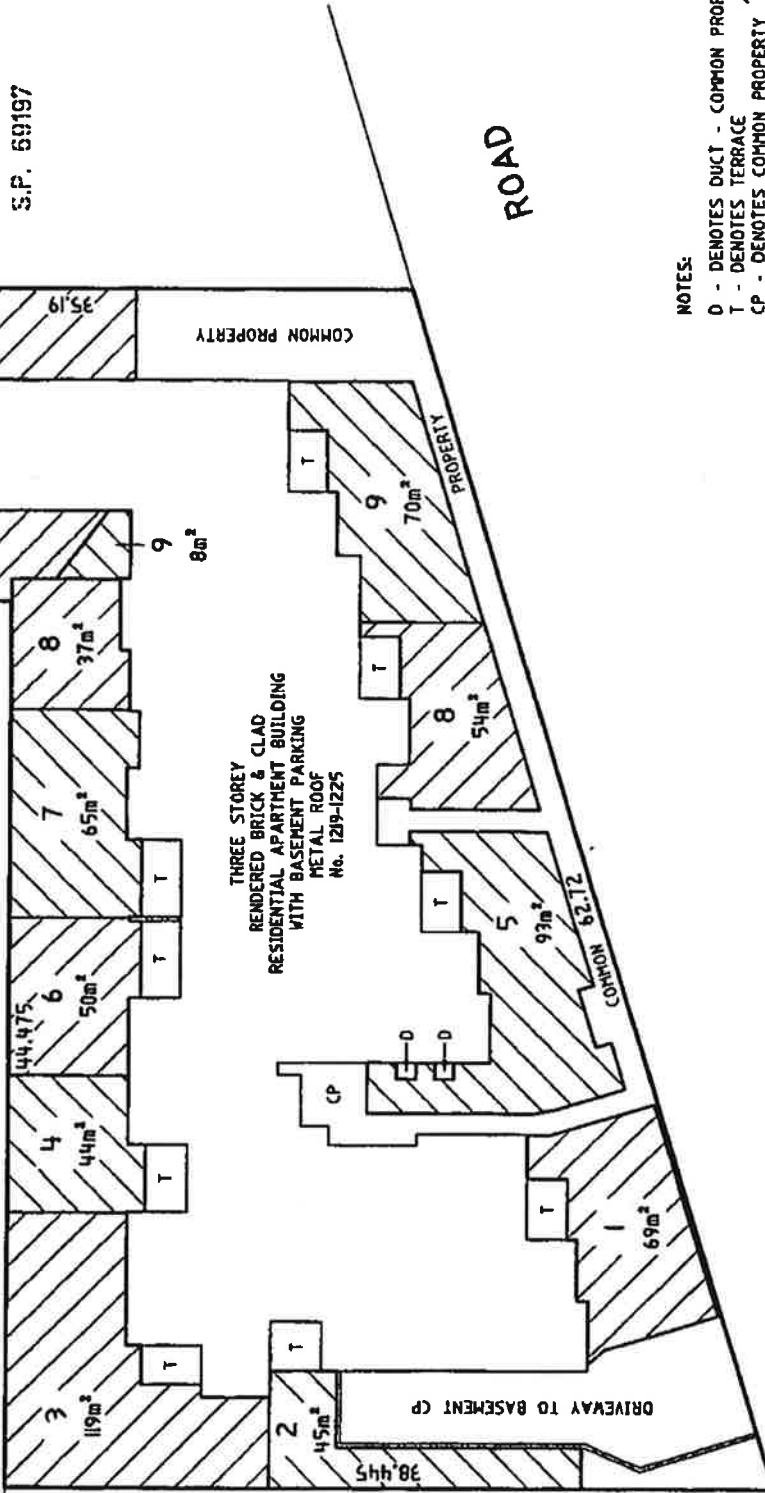
1219-1225 PITTWATER ROAD, COLLAROY

S.P. 64844

STREET

S.P. 6421

S.P. 59197



NOTES:

D - DENOTES DUCT - COMMON PROPERTY
 T - DENOTES TERRACE
 CP - DENOTES COMMON PROPERTY

PITTWATER

Surveyor: WARREN L BEE
 Surveyor's Ref: 17874
 Subdivision No:
 Lengths are in metres Reduction Ratio 1:250

Registered



21. BY-LAW 21 – Variation of By-law 17, Option B

21.1 By-law 17 Option B is deleted and replaced with the following:

- (1) Subject to section 49(4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the Owners Corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal or have it on a leash when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal, and
 - (e) not allow the animal to create noise that disturbs the peaceful enjoyment of another resident.
- (4) A maximum of two (2) small animals are to be kept within the lot.

22. BY-LAW 22 – Air Conditioning

A. Definitions

1. The following terms are defined to mean:

“Air-conditioning System” means and includes an air-conditioning unit or appliance and its associated fixtures and fittings and apparatus.

“Air-conditioning Works” means the alterations and additions undertaken by an occupier or owner to their respective lot and so much of the adjoining common property as is necessary to install an air-conditioning system (including all ancillary structures) to service their lot and includes the Air-condition unit as the context requires.

“Owner and Owners” means the owner of a lot in Strata Plan 90006 and in occupier of a lot where the context requires.



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 are attributed under that Act.

B. Scope of By-Laws

3. Owners must not undertake any Air-conditioning Works except in accordance with the By-Law.

C. Conditions

Documentation and Approval

4. Owners must not undertake any Air-conditioning Works without the prior written approval of the Executive Committee, such approval to be given in the total discretion of the Executive Committee.
5. In seeking the approval for the Air-conditioning Works, Owners must first submit to the Executive Committee the following documents relating to the Air-conditioning works:
 - a. Plans and drawings of the Air-conditioning System and of all Air-conditioning Works including their proposed location;
 - b. Specifications of the proposed Air-conditioning Works and Air-conditioning System including kilowatt rating and decibel outputs (re. noise);
 - c. Structural diagrams; and/or
 - d. Any other document reasonably required by the Executive Committee.

Installation

6. An occupier of a lot must have written approval from the Owner of that lot to the installation of an Air-conditioning System (and produce such approval if required by the Executive Committee).
7. In installing an Air-conditioning System an Owner must:
 - a. Comply with all conditions of approval of the Executive Committee which amongst other matters may include specifications as to colour, type and design.
 - b. Comply with the manufacturer's specifications as to installation and maintenance.
 - c. Have the installation carried out by an appropriately licensed and insured tradesman in a proper and skillful manner and in compliance with all applicable Building Codes and other applicable Statutes including Australian Standards.



- d. Perform the installation in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractors' vehicles.
- e. The outside "inverter" must NOT be fixed to any wall and will be "free standing" and mounted on rubber pads.
- f. Before commencement of the Air-conditioning Works it must be ascertained if there are any pipes (gas, water) or electrical cables in the wall that may affect installation of the Air-conditioning Works.

Maintenance

- 8. Owners must properly maintain and keep the common property to which the Air-conditioning Works are erected in a state of good and serviceable repair.
- 9. Owners must properly maintain and keep the Air-conditioning Works in a state of good and serviceable repair and must replace the Air-conditioning Works (or any part of them) as required from time to time.
- 10. Owners must maintain, renew, replace or repair any common property affected by the Air-conditioning works proposed under this By-Law.

Insurance

- 11. Before commencing the Air-conditioning Works, Owners must provide written evidence that the tradesmen are duly licensed and hold such insurances as the Executive Committee requires.

Liability

- 12. Owners will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Air-conditioning Works to the common property and will make good that damage immediately after it has occurred.

Indemnity

- 13. Owners 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 Air-conditioning Works on the common property.

Cost of Works

- 14. The Air-conditioning Works and their maintenance and repair must be undertaken at the cost of the Owner.



Owners Fixtures

15. The Air-conditioning Works shall remain the Owners' fixtures.
16. The Owner of a lot must maintain the Air-conditioning Works serving that lot in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary or when requested by the Executive Committee (acting reasonably).
17. An Owner, at his own cost, must repair any damage to the common property occurring in the installation, maintenance, replacement, repair or renewal of an Air-conditioning System.
18. An Air-conditioning System may be removed but must be done so at the cost of the Owner (or occupier). After removal of an Air-conditioning System, the relevant parts of the common property must be made good.
19. Any Air-conditioning System shall be and remain the property of the Owner of the lot served by it.
20. An Owner of a lot with an Air-conditioning System installed indemnifies the Owners Corporation and the owners and occupiers of other lots against any liability or expense that would not have been incurred if an Air-conditioning System had not been installed.
21. The terms and conditions contained in this By-Law, the terms of any By-Law relating to the appearance of a lot and the terms of any further approval given by the Executive Committee are all to apply to the installation or keeping of any air conditioning system.

Right to Remedy Default

22. If an Owner fails to comply with any obligation under this By-Law, THEN the Owners Corporation may:
 - a. Carry out all work necessary to perform that obligation;
 - b. Enter upon any part of the parcel to carry out that work and recover the costs of carrying out that work from the Owner.





Form: 15CB
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Stuart Latham

CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 1996
Real Property Act 1900

AK36322X

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/SP90006

(B) LODGED BY

Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any RPM Property 0415 430 594 101/243 Pyrmont St. Pyrmont NSW 2009 Reference: SJL: 150130	CODE CB
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(C) The Owners-Strata Plan No SP90006 certify that pursuant to a resolution passed on 16.7.15 and

(D) in accordance with the provisions of section 52 of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

- (E) Repealed by-law No Not Applicable
Added by-law No Special By-Law 1
Amended by-law No Not Applicable
as fully set out below.
See Annexure "A"

(F) The common seal of the Owners-Strata Plan No SP90006 was affixed on 1/12/15 in the presence of—
Signature(s):

Name(s): Christina Strelka

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



I Christina Strelka am authorised
by the Owners
Corporation of
Strata Plan 90006

ANNEXURE "A" TO CHANGE OF BY-LAWS

STRATA PLAN NO. SP90006

Pursuant to section 52 of the *Strata Schemes Management Act 1996*, The Owners – Strata Plan No. SP90006 - specially resolve to make a special By-Law on the following terms:

EXCLUSIVE USE OF CAR SPACES AND VISITOR PARKING

PART 1 - COMPLIANCE

Notwithstanding anything contained in the existing by-laws which apply to this scheme, all current and future Owners have the benefit of the provision outlined in Part 3 of this By-Law, subject to the obligation outlined in Part 4 of this By-Law.

PART 2 - DEFINITIONS

- 2.1** In this By-Law, unless the context otherwise requires:
- 2.1.1** **Act** means the *Strata Schemes Management Act 1996*.
 - 2.1.2** **By-Law** means this special by-law.
 - 2.1.3** **Car Parking Plan** means the car parking plan that is annexed hereto and marked "B".
 - 2.1.4** **Car Space** means a car space described in the Car Parking Plan.
 - 2.1.5** **Common Property** means any part of the common property created by the registration of Strata Plan No. 90006.
 - 2.1.6** **Occupant** means a tenant, lessee, licensee or occupier of Lot 11.
 - 2.1.7** **Owner** means the owner for the time being of Lot 11.
 - 2.1.8** **Owners Corporation** means the Owners Corporation created by the registration of the Strata Plan.
 - 2.1.9** **Prescribed Vehicle** means a registered motor vehicle (as defined in the *Road Transport (General Act) 2005*) and excludes any heavy vehicle as defined in the *Road Transport (General Act) 2005*. For the avoidance of any doubt a motor vehicle includes a motor bike.
 - 2.1.10** **Strata Plan** means Strata Plan No. 90006.
 - 2.1.11** **Strata Scheme** means the strata scheme relating to Strata Plan.
- 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.

- 2.3** 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 - EXCLUSIVE USE OF CAR SPACE

- 3.1** This is an exclusive use by-law conferring special privileges on the Owner.
- 3.2** Insofar as this By-Law confers exclusive use rights on the Owner, the Owners Corporation may only amend or cancel this By-Law by a special resolution that has the written consent of the Owner upon whom exclusive use rights have been conferred.
- 3.3** Subject always to the privileges and conditions in Part 4 of this By-Law, the Owner shall at all times have the exclusive use and enjoyment of the Car Space hatched and marked with the letter X on the Car Parking Plan.
- 3.4** The privileges referred to in clause 3.3 are conferred upon the Owner on the condition that the Owners Corporation has exclusive use and enjoyment of the Car Space forming part of the Lot, hatched and marked with the letter Y on the Car Parking plan, for use as a visitor car space, and the Owners Corporation at its own expense must maintain the Car Space referred to in this clause 3.4.
- 3.5** The Owner must pay the costs of amending the paint markings on common property walls from "11" to "V" and "V" to "11" respectively.

PART 4 - RIGHTS & OBLIGATIONS OF OWNER

- 4.1** The Owner on whom the special privilege has been conferred in Part 3 of this By-Law may only use the Car Space to which the Owner has been granted exclusive use to park or stand a Prescribed Vehicle.
- 4.2** Subject to the terms and conditions of this By-Law, the Owner on whom the special privilege has been conferred in Part 3 of this By-Law may let, sub-let or licence the use of the Car Space to which the Owner has been granted exclusive use to allow any Occupant of the Owner's lot to park or stand a Prescribed Vehicle in the said Car Space during the period of the Occupant's tenancy or licence.
- 4.3** The Owner on whom the special privilege has been conferred in Part 3 of this By-Law must, at his, her or its expense, keep clean and clear the Car Space to which the Owner has been granted exclusive use.

- 4.4** The Owner on whom the special privilege has been conferred in Part 3 of this By-Law must not install or erect any installation or fixture upon the Car Space.
- 4.5** Notwithstanding any other provision of this By-Law, the Owner on whom the special privilege has been conferred in Part 3 of this By-Law does not have to carry out structural repairs or maintenance to the Common Property unless the structural repairs or maintenance are necessary by reason of the Owner's use of the Car Space in breach of a term or condition of this By-Law.

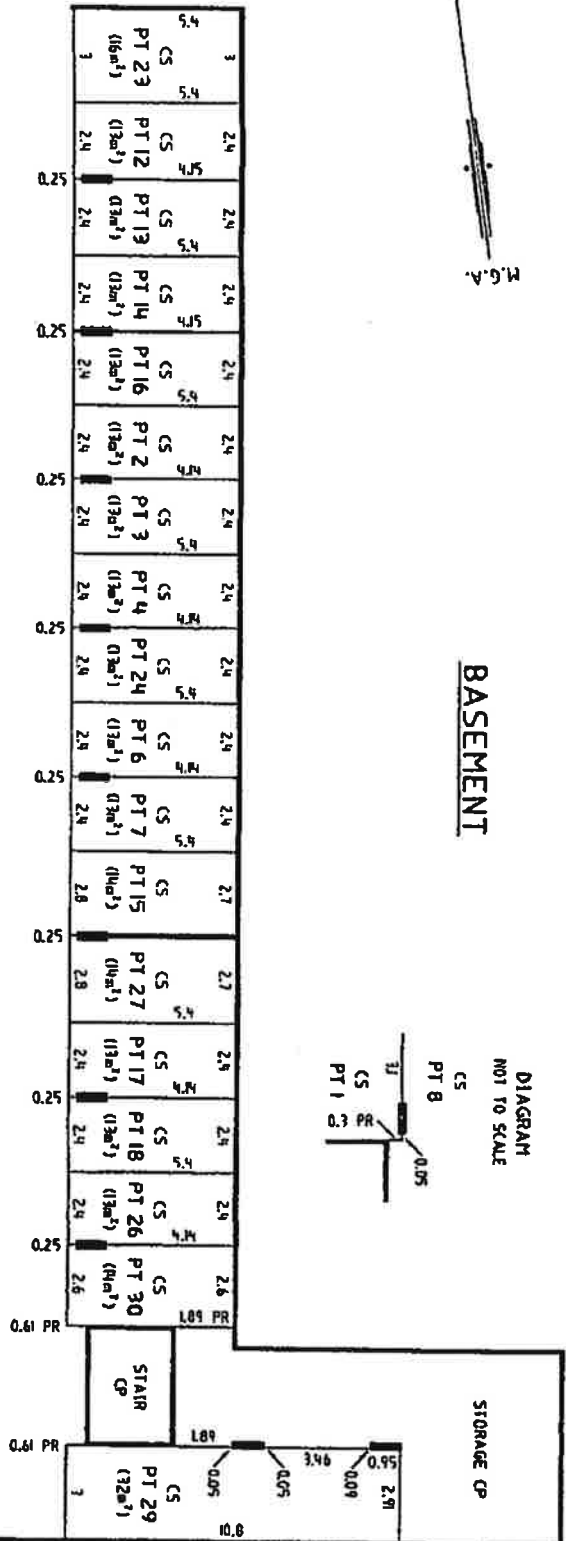
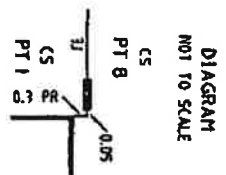
STRATA PLAN FORM 2 (M3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 2 of 5 sheets



BASEMENT



DRIVEWAY

COMMON

PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

10 20 30 40 50 60 70 80 90 100 110 120 130 140

NOTES:
 Y - DENOTES VISITOR PARKING - COMMON PROPERTY
 CS - DENOTES CAR SPACE
 CP - DENOTES COMMON PROPERTY
 PR - DENOTES PROLONGATION OF FACE OF WALL

DENOTES PROLONGATION OF
CENTRE LINE OF COLLECTOR

Surveyor: WARREN L BEE
 Surveyor's Ref: 17974
 Subdivision No: 11/2014
 Lengths are in metres Reduction Ratio 1:150

Registered
 08.07.2014

SP900006



I christina strelka am authorised
 by the owners corporation of
 strata plan 90006.



Revenue

Enquiry ID	3000291
Agent ID	81429403
Issue Date	10 Dec 2018
Correspondence ID	1680397989
Your reference	180582

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S90006/18	Unit 18, 1219-1225 PITTWATER RD COLLAROY 2097	\$264 633

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.

Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 180582
Date: 10/12/2018
Certificate No. ePLC2018/7685

Address of Property: 18/1219-1225 Pittwater Road COLLAROY NSW 2097
Description of Property: Lot 18 SP 90006

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
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 62—Sustainable Aquaculture
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 (Miscellaneous Consent Provisions) 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
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion

- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

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

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

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.

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

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

Nil

7A. Flood related development control Information

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

- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

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**

10/12/2018



SEWERAGE SERVICE DIAGRAM

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



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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Maxwell John Turnbull and Diane Merle Turnbull**
Purchaser:
Property: 18/1219-1225 Pittwater Road, Collaroy NSW 2097
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- 17. Is the vendor aware of any proposals to:
 - (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
- 19. In relation to any swimming pool on the Property or the common property:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
 - (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

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

Applications, Orders etc

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

Owners Corporation management

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

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.