

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Upstate Level 1, Suite 15/888 Pittwater Road, Dee Why, NSW 2099	Phone: 0424 194 465
co-agent		
vendor	Roxanne Lucia Cavalieri 7/2-10 Hawkesbury Avenue, Dee Why, NSW 2099	
vendor's solicitor	Hamer & Hamer Balgowlah Suite 4, 383 Sydney Road, BALGOWLAH NSW 2093 PO Box 195, BALGOWLAH NSW 2093	Phone: 9949 4022 Fax: 02 9907 9751 Ref: MRH:MG:11235 E:michelle@hamerlaw.com.au
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	7/2-10 Hawkesbury Avenue, Dee Why, New South Wales 2099 Registered Plan: Lot 7 Plan SP 80594 Folio Identifier 7/SP80594	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace x 2 <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: additional condition 48	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: smoke alarms, air conditioner
Exclusions	Wall mounted dryer
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

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

Whelan Property Group Pty Ltd
 PO Box 75, STRAWBERRY HILLS NSW 2012 Phone: 9219 4111
strata@whelanproperty.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. 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	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	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> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 s170 of the Conveyancing Act 1919;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

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ADDITIONAL CONDITIONS ANNEXED TO CONTRACT FOR SALE AND PURCHASE OF LAND

In the event of a discrepancy between these additional conditions and the printed conditions of the contract then the provisions of the additional conditions shall prevail.

32. Amendments to Provisions

32.1 Clause 3.2 add the following words at the end of the clause: "If this contract is subject to a cooling off period the purchaser must provide the original *deposit bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) before the expiry of the cooling off period and this time is essential."

32.2 Clause 16.5 delete the words "plus another 20% of that fee";

32.3 Clause 16.8 substitute the word "bank" in lieu of the word "settlement".

32.4 Clause 18;

32.4.1 Clause 18.4 add the following words after the word "*property*":
"and/or injury to person";

32.4.2 Add the following wording as Clause 18.8:

"18.8 Prior to access being provided to the purchaser, the purchaser will provide a certificate of currency of insurance from a reputable insurer for the property with the following minimum requirements for the approval of the vendor;

18.8.1 If the property is torrens title, insurance of the improvements on the land and public liability insurance with a minimum coverage of \$20 million;

18.8.2 If the property is within a strata scheme public liability insurance with a minimum coverage of \$20 million."

The vendor is not required to allow possession of the property to the purchaser until the requirements set out above are complied with by the purchaser."

32.5 Add the following wording as Clause 18.9:

"18.9 The parties agree that possession of the property is only provided to the purchaser by way of a licence and not by way of a lease."

32.6 Clause 23.5.2 – delete the words "but is disclosed in this contract";

32.7 Clause 23.6 and 23.7 – delete the entirety of these clauses.

33. Death, mental illness, liquidation etc.

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

33.1.1 die or become mentally ill then in any such event the other party may rescind this Contract by notice in writing to the other party upon the terms of Clause 19; or

- 33.1.2 being a company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme of arrangement with its creditors or if any liquidator, receiver or administrator be appointed in respect of that party, in which event that party will be deemed to be in default of this Contract and if the purchaser is in default the provisions of Clause 9 shall apply.

34. Removal of registered dealings

- 34.1 On completion the purchaser will accept a withdrawal of any caveat, a discharge of any mortgage or encumbrance, a surrender of any lease not shown in the computer folio certificate or manual folio of the register and a withdrawal of any writ of execution, in registrable form as may relate to the title of the property, together with an allowance of registration fees, and the purchaser shall not be entitled to require registration prior to the completion date.

35. Purchaser's acknowledgements

- 35.1 The expression "the property" where used in sub-clauses 35.2 and 35.3 of this clause shall include all buildings, structures, and other improvements on or under the land to be transferred pursuant to this contract together with the furnishings and chattels stipulated in the terms inclusions on the front page.
- 35.2 The purchaser acknowledges that prior to signing this contract the purchaser has made investigations and enquiries in relation to the property and that the purchaser has not relied upon any warranty or statement made by the vendor or by anyone on the Vendor's behalf (excluding those warranties contained in Section 52A of the Conveyancing Act 1919 and Regulations thereto). The purchaser further acknowledges that following the making of the said investigations and enquiries, the purchaser is satisfied that the terms of this contract are fair and reasonable.
- 35.3 The vendor does not warrant that any of the items noted as inclusions on the front page are in working order at the date of this contract or will be in working order at the completion date. The purchaser has made their own investigations and inspections of the inclusions. The purchaser shall not be entitled to make any objection, requisition or claim in relation to the state of repair, condition or construction of the property, or any part thereof or if any inclusions are not in working order at the completion date.

36. Introduction by vendor's agent

- 36.1 The purchaser warrants to the vendor that it was introduced to the property solely by the real estate agent whose name appears as the vendor's agent in this contract and that to the knowledge of the purchaser no other agent was the effective cause of the sale as evidenced by this contract.
- 36.2 The purchaser agrees to indemnify and keep indemnified the vendor against any claim for commission by any agent, other than the vendor's agent named in this contract, arising out of a breach of the purchaser's warranty in special condition 36.1.
- 36.3 The vendor warrants that he has not entered into an exclusive agency agreement with any agent other than the agent shown on the front page of the contract.
- 36.4 This clause will not merge on completion.

37. Notice to Complete

- 37.1 Notwithstanding any other provision of this contract or any rule of law or equity to the contrary, the purchaser and vendor expressly agree that:-
- 37.1.1 Either party hereto may, after the hour of 4.00 pm on the completion date specified on the front page (or such other completion date agreed between the parties in writing), issue a Notice to Complete making time the essence of this contract;
- 37.1.2 A period of fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect of the said period.
- 37.1.3 The purchaser will pay to the vendor on completion the cost of any valid Notice to Complete served on the purchaser assessed and agreed at the sum of \$330.00 and payment of that amount is an essential term of this contract.

38. Purchaser's finance disclosure

- 38.1 The purchaser confirms and warrants to the vendor that credit is not required for payment of the purchase price for the property;

OR

- 38.1 The purchaser confirms and warrants to the vendor that the purchaser has at the date of this contract obtained approval for credit to finance the purchase price for the property on terms which are reasonable to the purchaser.

39. Interest on unpaid purchase monies

- 39.1 The purchaser covenants and agrees that if from any cause whatsoever not attributable to the default of the vendor, this contract shall not be completed by the completion date, the purchaser shall thereafter but without prejudice to any other right of the vendor as provided in this contract or otherwise, pay to the vendor interest on the balance of purchase price referred to in the terms of this contract at the rate of eight per cent (8%) per annum calculated on a daily basis for the period commencing on the due date for completion and continuing up to and including the date of completion.
- 39.2 All such interest will be in addition to any other monies payable under this contract.
- 39.3 Payment of interest shall be an essential term of the contract and in the event the total due and payable is not paid on settlement the purchaser shall be in default and the vendor will not be obliged to complete the contract of sale and may terminate the contract and the provisions of Clause 9 shall apply.

40. Requisitions

- 40.1 For the purposes of clauses 5.1 and 5.2, the requisitions or general queries about the property or the title must be in either the 2017 Law Society Residential Property Requisitions on Title or 2017 Law Society Strata Title (Residential) Property Requisitions on Title a copy of which is attached hereto.

41. Deposit Release

- 41.1 The purchaser agrees to release to the vendor that part of the deposit which the vendor requires to pay as a deposit on another property. The deposit will be paid to the Trust Account of a licensed real estate agent or solicitor and not further released.

42. Deposit payment by instalments

- 42.1 If a cooling off period applies to this contract, then the deposit referred to in the terms of the contract shall be paid as follows;

42.1.1 as to the sum of which is equivalent to 0.25% of the price on the making of this contract; and

42.1.2 as to the sum which is equivalent to the balance of the 10% deposit, on or before 5:00pm on the fifth business day after the day on which this contract was made by payment to the office of the vendor's agent (or if there is no agent to the vendor's solicitor).

- 42.2 If on the date hereof the purchaser, with the written agreement of the vendor has paid less than the ten per cent (10%) deposit, then the purchaser agrees that the deposit payable is ten per cent (10%) which will be paid as follows:-

42.2.1 Five per cent (5%) payable to the stakeholder on the date hereof; and

42.2.2 The balance of the ten per cent (10%) deposit payable to the vendor (or as directed by the vendor or his solicitor) either on completion or if the vendor becomes entitled to claim the deposit, then on the date that the vendor becomes entitled to claim the deposit.

PROVIDED FURTHER that the parties shall direct the Vendor's agent to invest the initial instalment of 5% of the purchase price with all interest earned in relation to the investment of such monies to be paid solely to the Vendor.

43. Omitted

44. Delay in settlement

- 44.1 If a time and venue for settlement is booked with the Vendor and the date for completion is subsequently changed by the Purchaser with or without the consent of the Vendor, then the Purchaser is to pay to the Vendor as an adjustment on completion the sum of one hundred and fifty dollars plus GST (\$165.00 including GST) for each time the completion date is rescheduled to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay.

45. Alterations to contract

- 45.1 The Vendor and the Purchaser each authorize their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to this Contract as agreed to in writing between the parties (including the addition of annexures) at any time after execution of this Contract by the party, up until the date of this contract.

- 45.2 Any such alterations and or additions shall be binding upon the relevant party deemed hereby to have authorized the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

46. **Exchange with copy signature**

- 46.1 This contract may be made by the exchange of counterpart Contracts including a copy signature of either party. The party provide the counterpart Contract with the copy signature will, as soon as practicable, forward the front page of the Contract with the original signature to the other party for substitution of the copy signature.

47. **Omitted**

48. **Annexures to contract**

The Purchaser acknowledges that at the date of this contract the following documents were attached to the contract for sale:

1. Folio Identifier 7/SP80594 & CP/SP80594;
2. Strata Plan 80594 & Section 88B instrument;
3. Strata by laws in force for the strata scheme registered with the strata plan;
4. A984056 Covenant
5. A583114 Covenant
6. 8763055 Easement
7. AH557687 Change of By Laws
8. AK750949 Change of By Laws
9. Section 10.7 Certificate;
10. Service Location Diagram;
11. Sewerage Service Diagram;
12. BOS Letter from Sydney Water
13. Requisitions on title in additional condition 40.
14. Section 47 Land Tax Certificate

The vendor does not warrant that they are in possession of the original copy of any documents attached to this contract (other than a document of title) ("original documents") and completion of this contract is not conditional upon the vendor handing over the original documents. The purchaser will not be entitled to make an objection, requisition or claim or delay completion if an original document is not handed over on completion.

SIGNED by)
in the presence of:) _____
Vendor

WITNESS

SIGNED by)
in the presence of:) _____
Vendor

WITNESS

SIGNED by)
in the presence of:) _____
Purchaser

WITNESS

SIGNED by)
in the presence of:) _____
Purchaser

WITNESS

49. Guarantee for Corporate Purchaser

- 48.1 "Guarantor" means: if the purchaser is a corporate purchaser each director of the purchaser.
- 48.2 "Guaranteed money" means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.
- 48.3 The guarantor acknowledges that the vendor has entered into this contract with the purchaser at the request of the guarantor and that the guarantor has incurred obligations and given rights under this guarantee and indemnity for valuable consideration received from the vendor.
- 48.4 The guarantor unconditionally and irrevocably guarantees payment to the vendor of the guaranteed money.
- 48.5 If the purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract then the guarantor agrees to pay the guaranteed money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 48.6 As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with the guaranteed money not being recoverable under the preceding clauses because of any circumstances whatsoever.
- 48.7 This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity. The guarantor waives any rights it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 48.8 The liabilities under this guarantee and indemnity of the guarantor as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including without limitation, any of the following:
- 48.8.1 The vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
- 48.8.2 Acquiescence, delay acts, omissions or mistakes on the part of the vendor; or
- 48.8.3 Any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- 48.9 As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid, the guarantor may not, without the consent of the vendor:
- 48.9.1 In reduction of its liability under this guarantee and indemnity raise a defence, set-off or counterclaim available to itself or the purchaser against the vendor or claim a set-off or make a counter claim against the vendor;

- | | |
|--------|---|
| 48.9.2 | Make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or |
| 48.9.3 | Prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser if the purchaser is otherwise unable to pay its debts when they fall due; or |
| 48.9.4 | Claim to be entitled by law of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the guaranteed money or other money payable under this guarantee and indemnity. |
| 48.10 | The guarantor represents and warrants that its obligations under the guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement. |
| 48.11 | The provisions of this clause are binding on each guarantor by virtue of the purchaser entering into this contract and notwithstanding that any or all guarantors have not signed in the spaces provided below. |

SIGNED by _____)
in the presence of: _____) _____
Guarantor

WITNESS

SIGNED by _____)
in the presence of: _____) _____
Guarantor

WITNESS

SIGNED by _____)
in the presence of: _____) _____
Guarantor

WITNESS



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP80594

SEARCH DATE	TIME	EDITION NO	DATE
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5/8/2019	3:12 PM	4	26/7/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY MACQUARIE BANK LIMITED.

LAND

LOT 7 IN STRATA PLAN 80594
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ROXANNE LUCIA CAVALIERI (T AE384363)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80594
2 AN535605 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

11235

PRINTED ON 5/8/2019

* 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.
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Received: 05/08/2019 15:12:32



Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80594

SEARCH DATE	TIME	EDITION NO	DATE
5/8/2019	3:12 PM	4	14/9/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80594
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80594

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80594
ADDRESS FOR SERVICE OF DOCUMENTS:
C / - WHELAN PROPERTY GROUP
PO BOX 75
STRAWBERRY HILLS NSW 2012

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 A984056 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 A583114 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 8763055 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH 8763055
- 6 SP80594 RESTRICTION(S) ON THE USE OF LAND
- 7 SP80594 POSITIVE COVENANT
- 8 AH557687 CHANGE OF BY-LAWS
- 9 AK750949 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 80594

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 33	2	- 33	3	- 33	4	- 37
5	- 33	6	- 33	7	- 33	8	- 33
9	- 33	10	- 32	11	- 31	12	- 32

11235

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 5/8/2019

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP80594

PAGE 2

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

STRATA PLAN 80594

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
13	- 35	14	- 31	15	- 32	16	- 31
17	- 31	18	- 31	19	- 40	20	- 43
21	- 33	22	- 43	23	- 36	24	- 32
25	- 33	26	- 32	27	- 32	28	- 43
29	- 46						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

11235

PRINTED ON 5/8/2019

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STRATA PLAN FORM 2 (A3)

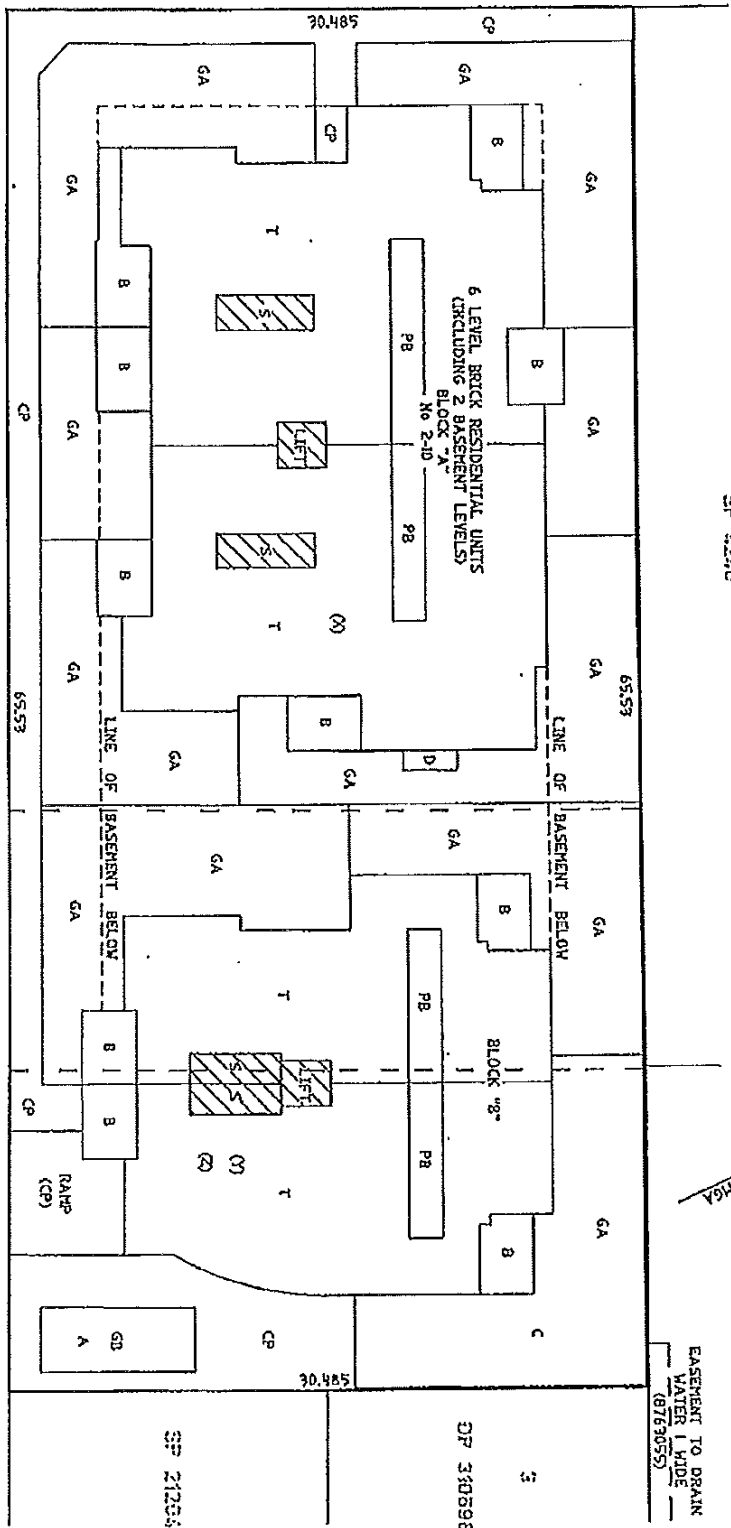
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

oP/INT

Sheet 1 of 7 sheets

WESTMINSTER AVENUE

LOCATION PLAN



- CP DENOTES COMMON PROPERTY
- GA DENOTES GARDEN AREA (CP)
- B DENOTES BALCONY
- T DENOTES TERRACE
- PB DENOTES GARAGE BAY (CP)
- S DENOTES PLANT ROOM
- D DENOTES DUCT (CP)
- A DENOTES ON-SITE STORMWATER DETENTION TANK

HAWKESBURY AVENUE

SP 4246

SP 3952

EASEMENT TO DRAIN
WATER 1 WIDE
(8763055)

SP 310896

SP 21206

Table of mm 30 100 110 120 130 140

Surveyor: CHRISTOPHER C. ROBERTSON
Subdivision No: 17/SC200/20
Lengths are in metres. Reduction Ratio 1200

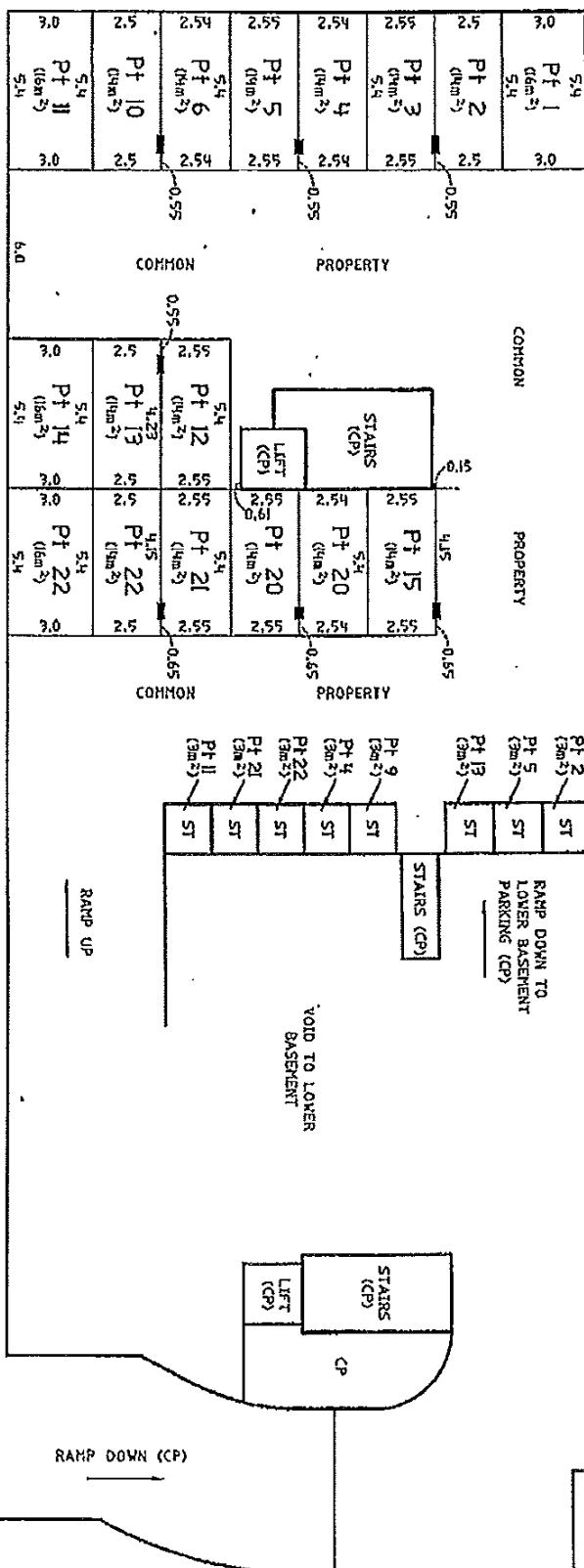
Registered:



9-5-2008

SP80594

FLOOR PLAN



CP DEMOTES COMMON PROPERTY
ST DEMOTES STORAGE
b- DEMOTES RIGHT ANGLE
DEMOTES BOUNDARY PASSES THROUGH CENTRE OF COLUMNS
MESH SCREENS AND DOORS ARE COMMON PROPERTY
AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA
SCHEMES (PRESEOLD DEVELOPMENT) ACT, 1973. ONLY
AND ARE APPROXIMATE

Surveyor: CHRISTOPHER C. ROBERTSON
Survey of's: Fall: 11/25/92
Subdivision No.: 77/SCD/750
Lengths are in meters. Radiation Ratio: 1:150

Radstetter
9-5-2008

SP80594

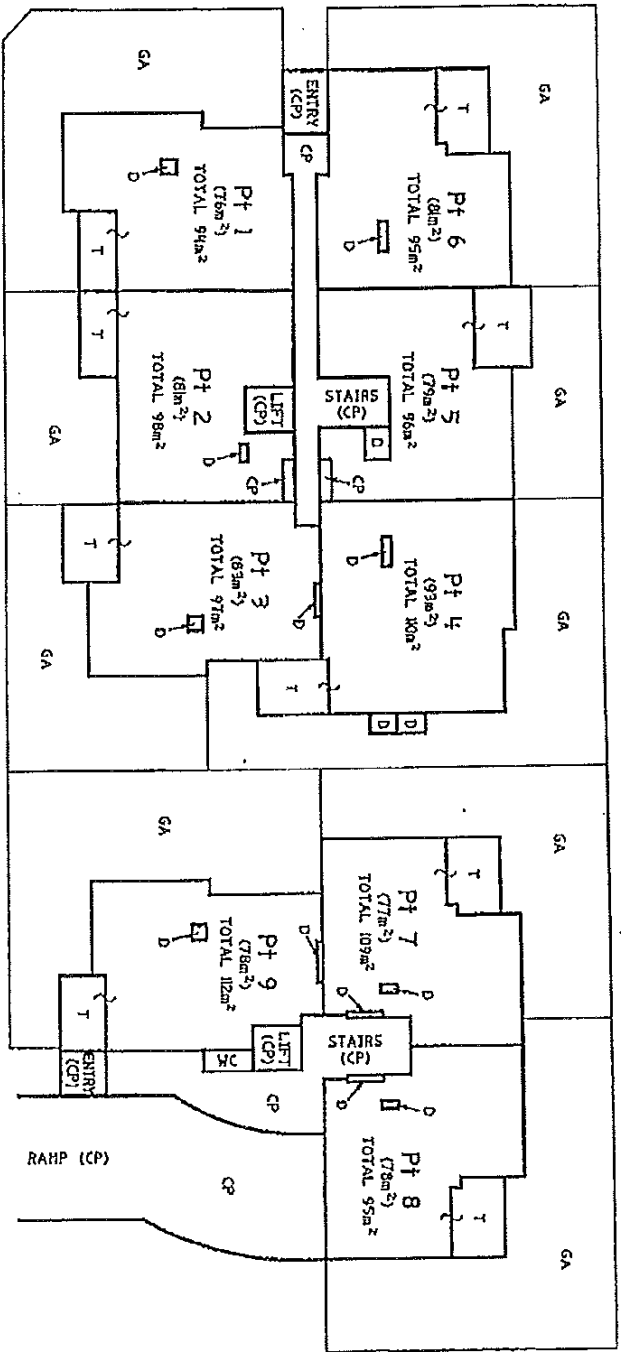
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP80594

Sheet 4 of 7 Sheets

FLOOR PLAN LEVEL 3 (GROUND FLOOR)



BLOCK A

BLOCK B

RETAINING WALLS AND DIVIDING WALLS ARE COMMON PROPERTY
 TERRACES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973. ONLY AND ARE APPROXIMATE

- D DENOTES DUCT (CP)
- T DENOTES TERRACE
- CP DENOTES COMMON PROPERTY
- WC DENOTES TOILET (CP)
- GA DENOTES GARDEN AREA (CP)

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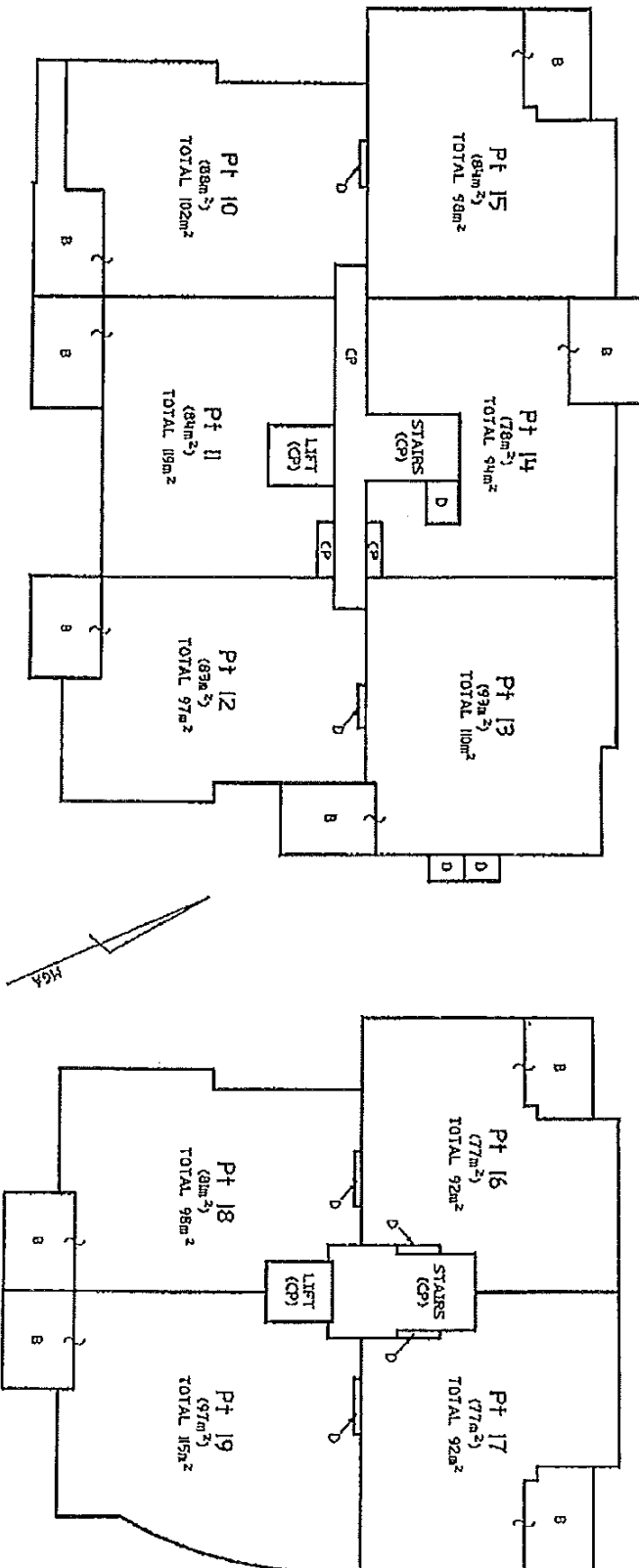
Surveyor: CHRISTOPHER C. ROBERTSON
 Surveyor's Ref: JDE-2
 Subdivision No: 17/SC2000
 Lengths are in metres. Reduction Ratio 1:200



9-5-2008

SP80594

FLOOR PLAN
LEVEL 4 (1ST FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

B DENOTES BALCONY
 D DENOTES DUCT (CP)
 CP DENOTES COMMON PROPERTY

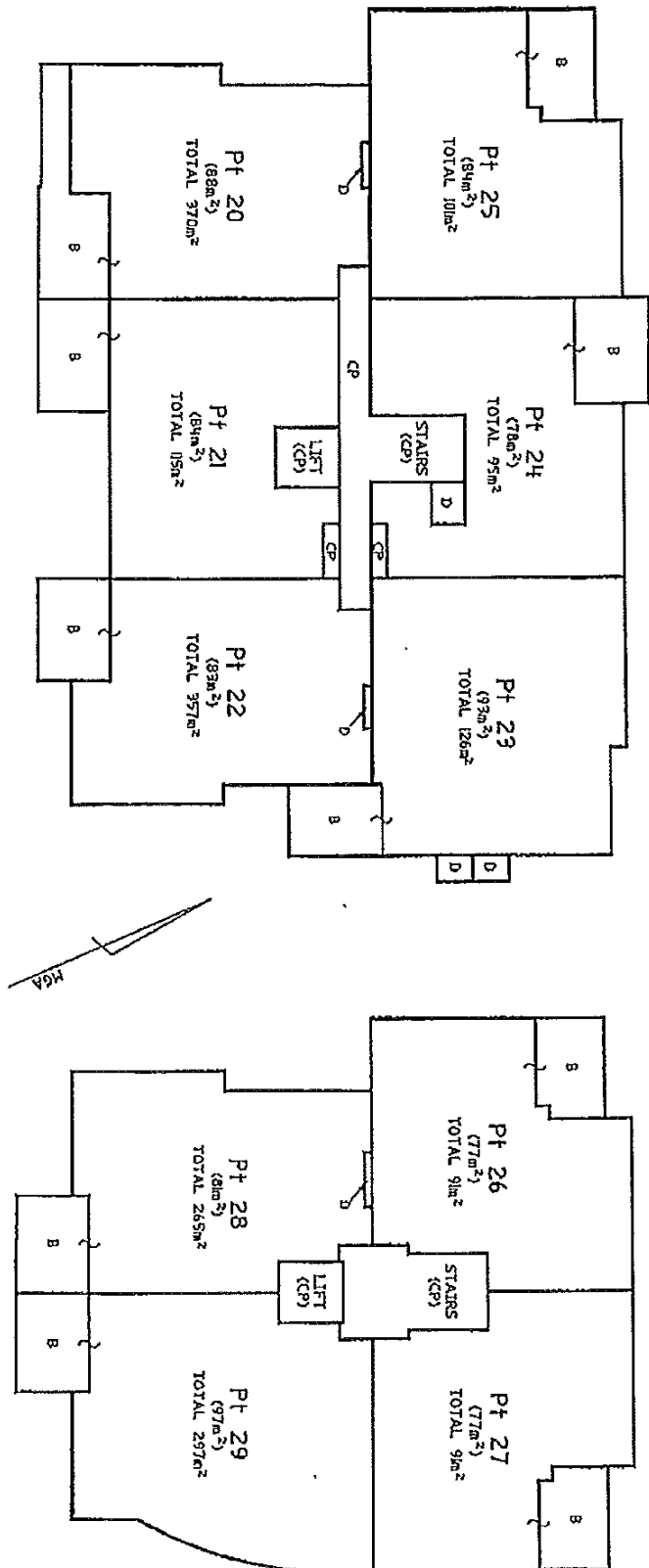
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Surveyor: CHRISTOPHER C. ROBERTSON
 Surveyor's Ref: 728F-2
 Subdivision No: 17502010
 Lengths are in metres, Reduction Ratio: 1:50

Regulator:
 5-5-2008

SP80594

FLOOR PLAN
LEVEL 5 (2ND FLOOR)



BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (GREENHOLD DEVELOPMENT) ACT, 1973, ONLY AND ARE APPROXIMATE

B DENOTES BALCONY
 D DENOTES DUCT (CP)
 CP DENOTES COMMON PROPERTY

0m 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Surveyor: CHRISTOPHER C. ROBERTSON
 Surveyor's Ref: 712F-2
 Subdivision No: 17/SC2080
 Lengths are in metres. Reduction Ratio 1:50

Registered:
 9-5-2008

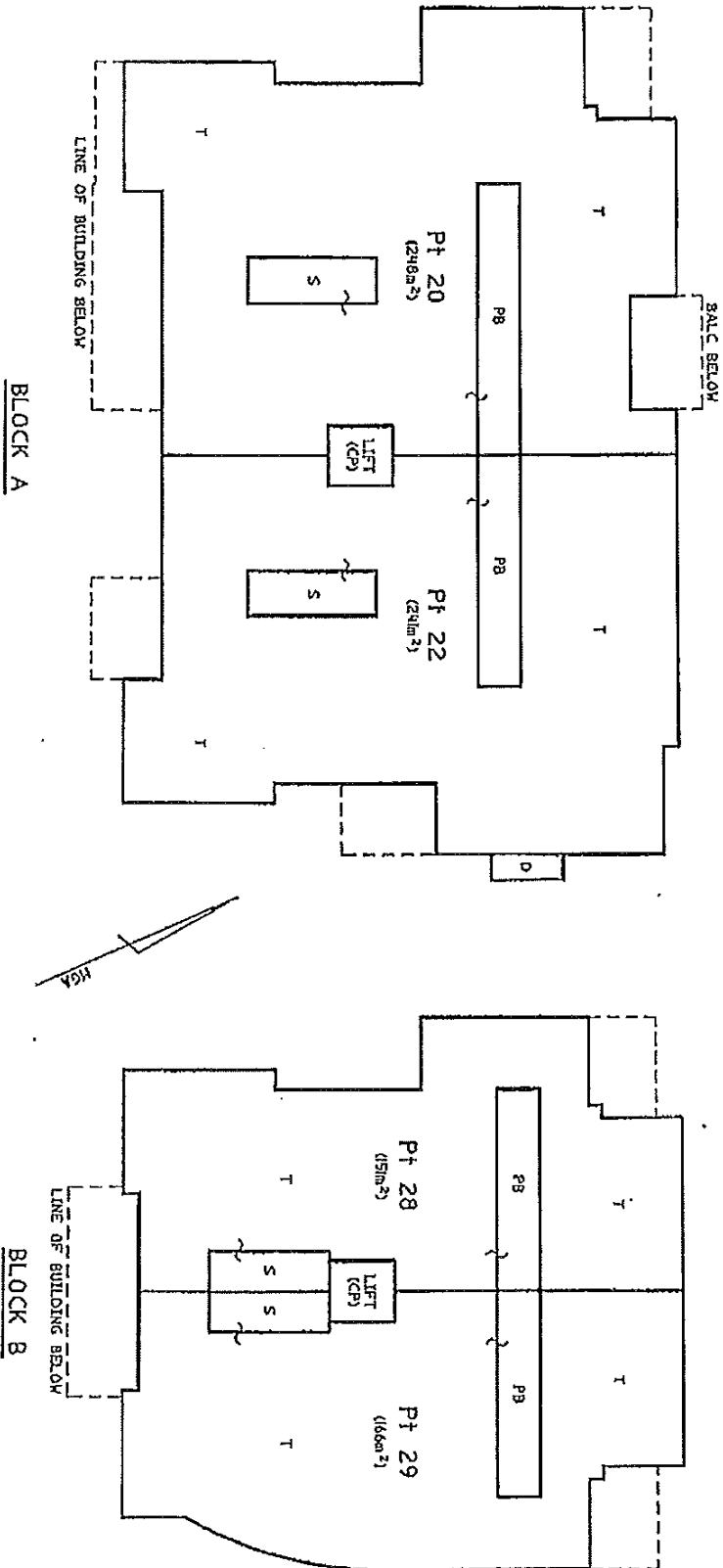
SP80594

STRATA PLAN FORM 2 (M)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OPINION Sheet 7 of 7 sheets

FLOOR PLAN LEVEL 6 (ROOF)



TERRACES AND PLANTERBOXES ARE LIMITED IN HEIGHT TO 2.7 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
 AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES (GREENFIELD DEVELOPMENT) ACT, 1973. ONLY AND ARE APPROXIMATE

T DENOTES TERRACE
 PB DENOTES PLANTERBOX
 S DENOTES STAIRS
 CP DENOTES COMMON PROPERTY
 D DENOTES DUCT (CP)

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140


Surveyor: CHRISTOPHER C. ROBERTSON
 Surveyor's Ref: 712U-2
 Subdivision No: 17/SC20/00
 Lengths are in metres. Reaction Ratio 1:50

Registered
 9-5-2008

SP80594

STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																																																																	
PLAN OF STRATA SUBDIVISION OF LOT 100 IN DP 1118316	<div style="font-size: 2em; font-weight: bold;">SP80594</div>																																																																		
<div style="display: flex; justify-content: space-between;"> Registered: 9-5-2008 </div>																																																																			
<div style="display: flex; justify-content: space-between;"> Strata Certificate Details: Subdivision No: 17/SC20/08 Date: 25 MARCH 2008 30TH JANUARY 2008 </div>																																																																			
SCHEDULE OF UNIT ENTITLEMENT <i>(If insufficient space use additional enclosure sheet)</i>																																																																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LOT No.</th> <th>U.E.</th> <th>LOT No.</th> <th>U.E.</th> </tr> </thead> <tbody> <tr><td>1</td><td>33</td><td>16</td><td>31</td></tr> <tr><td>2</td><td>33</td><td>17</td><td>31</td></tr> <tr><td>3</td><td>33</td><td>18</td><td>31</td></tr> <tr><td>4</td><td>37</td><td>19</td><td>40</td></tr> <tr><td>5</td><td>33</td><td>20</td><td>43</td></tr> <tr><td>6</td><td>33</td><td>21</td><td>33</td></tr> <tr><td>7</td><td>33</td><td>22</td><td>43</td></tr> <tr><td>8</td><td>33</td><td>23</td><td>36</td></tr> <tr><td>9</td><td>33</td><td>24</td><td>32</td></tr> <tr><td>10</td><td>32</td><td>25</td><td>33</td></tr> <tr><td>11</td><td>31</td><td>26</td><td>32</td></tr> <tr><td>12</td><td>32</td><td>27</td><td>32</td></tr> <tr><td>13</td><td>35</td><td>28</td><td>43</td></tr> <tr><td>14</td><td>31</td><td>29</td><td>46</td></tr> <tr><td>15</td><td>32</td><td>TOTAL</td><td>1000</td></tr> </tbody> </table>				LOT No.	U.E.	LOT No.	U.E.	1	33	16	31	2	33	17	31	3	33	18	31	4	37	19	40	5	33	20	43	6	33	21	33	7	33	22	43	8	33	23	36	9	33	24	32	10	32	25	33	11	31	26	32	12	32	27	32	13	35	28	43	14	31	29	46	15	32	TOTAL	1000
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15	32	TOTAL	1000																																																																
<p style="text-align: center;">Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants <i>(If insufficient space use additional enclosure sheet)</i></p> <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919; IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. RESTRICTION ON THE USE OF LAND 2. POSITIVE COVENANT 																																																																			
SURVEYOR'S REFERENCE: 7121F-2																																																																			

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
PLAN OF SUBDIVISION OF LOT 100 IN DP 1118316	SP80594	
	Registered:  9-5-2008	
Strata Certificate Details: Subdivision No: 17/SC20/08		
Date: 25 MARCH 2008 30 JANUARY 2008		
<p style="text-align: center;">SIGNATURES AND SEALS</p> <div style="display: flex; justify-content: space-between;"><div><p>Christine Nash Sole Director DY2 Pty Ltd ACN: 101 082 133</p></div><div><p>Signed in my presence for and on behalf of Perpetual Mortgages Limited (A.B.N. 37 000 733 700) under the Power of Attorney dated 17/3/07 (Registration No. 85121943) by its Attorneys</p><p>Christopher Ringland <i>Team Leader</i> (Full name of Attorney) (Title of Attorney)</p><p><i>[Signature]</i> Deloni Annette Murray <i>Assistant Manager</i> (Signature of Attorney) (Full name of Attorney) (Title of Attorney)</p><p>who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed</p><p>Shant Nazarian (Signature of Witness) (Full name of Witness)</p></div></div>		
<p>(Formerly MFS LIT Pty Ltd)</p> <p>Signed by Octavia LIT Pty Ltd ACN 112 109 298 pursuant to Section 127 of the corporation Act 2001 in the presence of</p> <p><i>[Signature]</i> <i>5/3/08</i></p> <div style="display: flex; justify-content: space-between;"><div><p><i>[Signature]</i> Craig White Director</p><p><i>[Signature]</i> David Anderson Director</p></div></div>		
SURVEYOR'S REFERENCE: 7121F-2		

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 4 Sheets)

Plan: **SP80594**

Plan of Strata subdivision of Lot
100 in DP 1118316 covered by
strata subdivision certificate No.
17/3020/08

Full name and address of
the owner of the land:

DY2 Pty Limited
2-10 Hawkesbury Avenue
DEE WHY NSW 2099

PART 1

1. Identity of the restriction firstly
referred to in the plan:

Restriction on the Use of Land

Schedule of lots etc. affected

Lot burdened
Common Property

Authority benefited
Warringah Council

2. Identity of the covenant
secondly referred to in the plan:

Positive Covenant

Schedule of lots etc. affected

Lot burdened
Common Property

Authority benefited
Warringah Council

Approved by Warringah Council



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 4 Sheets)

Plan: **SP80594**

Plan of Strata subdivision of Lot
100 in DP 1118316 covered by
strata subdivision certificate No.
17/5020/08

PART 2

1. Terms of restriction on the use of land firstly referred to in the above-mentioned plan:

The registered proprietor covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. 2002/1129 (hereinafter called "the system").

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

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan annexed hereto and marked with the letter "A" including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

2. Terms of positive covenant secondly referred to in the above-mentioned plan:

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

- I. The registered proprietor will:
 - i) keep the structure and works clean and free from silt, rubbish and debris

Approved by Warringah Council



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan: **SP80594**

Plan of Strata subdivision of Lot
100 in DP 1118316 covered by
strata subdivision certificate No.
17/5020/08

- 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 OSD, or failure to clean, maintain and repair the OSD.
- 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 I hereof.
 - ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act:

Approved by Warringah Council



**INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF
THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan: **SP80594**

Plan of Strata subdivision of Lot
100 in DP 1118316 covered by
strata subdivision certificate No.
17/5020/08

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the
land as set out in the plan ~~annexed hereto~~ and marked with the letter "A" 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.

Name of the Authority having the power to release, vary or modify the restriction firstly referred to and
the covenant secondly referred to is Warringah Council.

DATED:

Executed by DY2 Pty Limited
ACN 101 082 183


Signature of director

Signature of director/secretary

CHRISTINE NASH

Name of director (Block letters)

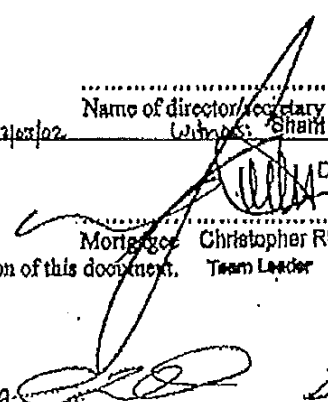
(Under power of Attorney 4342/443 Dated 12/03/02)

Name of director/secretary (Block letters)

(Witness: Shaim Nazarian)

Perpetual Nominees Limited
A.B.N. 37 000 733 700

By its execution, consents to the registration of this document.


Mortgagee Christopher Ringland
Team Leader


Delont Annette Murray
Assistant Mortgagee

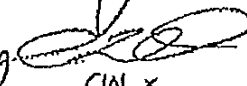
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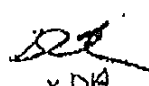
MPS Lit Pty Ltd

ACN 112 109 298

By its execution, consents to the registration of this document.

(Formerly MPS Lit Pty Ltd)



Director, Mortgagee Craig White


Director David Anderson

REGISTERED



9-5-2008

Approved by Warringah Council 

Approved Form 27

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan

1. Vehicles.

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Executive Committee.

2. Private Roads and Other Common Property.

The private roadways, pathways, drives and other Common Property and any easement giving access to the Parcel shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;

2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. Visitors' Car Park.

3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

4. Obstruction.

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. Damage to Lawns etc on Common Property.

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. Damage to Common Property.

An owner or occupier of a lot shall 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 or any Owner's Corporation assets except with the consent in writing of the Executive Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Executive Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left

By-Laws (Phoenix Apartments)

unoccupied and the Executive Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Executive Committee unless authorised by the Owner's Corporation, the Executive Committee or the Caretaker.

8. Depositing Rubbish etc on Common Property.

An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.

9. Garbage Disposal.

An owner or occupier of a lot shall:

- 9.1 save where the Executive Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Executive Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 9.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 9.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 9.4 use the recycle bins or receptacles (if any) that may be provided by the Owner's Corporation and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

10. Appearance of Buildings and Signs.

Subject to By Law 27 and By Law 44 an owner or occupier of a lot shall not, except with the consent in writing of the Executive Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Parcel. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Executive Committee where facilities are supplied for such needs;

11. Inflammable Liquids, Gases or Other Materials.

- 11.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force;
- 11.2 An owner of a lot shall not, except with the consent in writing of the Executive Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 11.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbeque (being gas, electric or any other kind).

12. Keeping of Animals.

- 12.1 An occupier of a lot may keep an animal on the lot on the following conditions:-
 - (a) the animal must be a domestic dog or domestic cat;

- (b) the animal must not be, or grow to a mass of greater than 10 kg for all lots except the ground floor lots;
 - (c) the animal must not be, or grow to a mass of greater than 25 kg for all ground floor lots;
 - (d) the animal must be controlled whilst on Common Property;
 - (e) a photograph and the name of the animal shall be first supplied to the Owner's Corporation;
 - (f) only one animal per lot is permitted;
 - (g) the occupier has first obtained and provided to the Executive Committee a certificate from a registered veterinarian confirming that the animal is healthy;
 - (h) the animal must not cause a nuisance to other occupiers;
 - (i) the occupier in control of the animal must clean up after the animal; and
 - (j) the animal may only be on or enter common property for the purposes of going to and from a lot.
- 12.2 Except as allowed under by-law 12.1, the occupier of a lot must not, without the Owner's Corporation's written approval:-
- (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- 12.3 Unless allowed under by-law 12.1, the occupier must obtain the Owner's Corporation's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.
- 12.4 If this by-law is inconsistent with any law, the law shall prevail to the extent of any inconsistency.
- 12.5 This by-law does not apply to pet fish.
- 12.6 Whilst the Original Owner owns a lot in the Strata Scheme, the Original Owner may give approval under by-laws 12.2 and 12.3 in relation to any buyer of a lot in the Strata Scheme from the Original Owner. Such approval is deemed to be approval of the Owner's Corporation.
- 12.7 If the Executive Committee is satisfied that there is persistent contravention of this by-law 12 in relation to a particular animal, the Executive Committee may give a notice in writing to the relevant occupier that the animal must be removed from the Parcel and is not to return. The relevant occupier shall remove the animal within 14 days of the date the notice is served on the occupier.
- 12.8 In considering any application for consent to keep an animal on a lot or common property, the Executive Committee must take into account council regulations that may limit the number or size or type of animal.
13. **Auction Sales.**
- Subject to By Law 27 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Parcel without the prior approval in writing of the Executive Committee.
14. **Right of Entry.**
- 14.1 An owner or occupier, upon receiving reasonable notice from the Executive Committee, shall allow the Owner's Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage,

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gas, electricity, telephone or other utilities, system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Regulation.

- 14.2 If in the reasonable opinion of the Executive Committee or the Caretaker (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Executive Committee or Caretaker (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Regulation.

15. Noise.

- 15.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night. In relation to this By-Law 15.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.
- 15.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 15.3 In respect of the residential areas of the Parcel, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 15.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 15.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.
- 15.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

16. Infectious Diseases.

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Executive Committee and shall pay to the Owner's Corporation the expenses incurred by the Owner's Corporation of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

17. Fences, Pergolas, Screens, External Blinds or Awnings.

An owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property without the written consent of the Executive Committee. Any work, alteration, improvement or structure carried out or erected in breach of this By-Law may be forthwith removed with or without notice by the Owner's Corporation, the Caretaker and each of their respective employees, agents and contractors

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and any entry on to the lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the Original Owner.

18. Structural Alterations to the Interior of Lots.

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Executive Committee. The Executive Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Executive Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Owner's Corporation all costs and expenses incurred by the Owner's Corporation in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Executive Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the Original Owner.

19. Fire Control

- (a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;
- (b) The Owner's Corporation or an owner or occupier of a lot must, in respect of the Parcel or the lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the lot;
 - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the lot is to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the lot including allowing appropriate Authorities to inspect and/or test the fire prevention equipment.
- (c) The owner of a Lot will be responsible for any costs charged to or payable by the Owners' Corporation in connection with false fire alarms that originate from the Lot.

20. Maintenance Responsibility of Alterations to Common Property & Air-conditioning.

- 20.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Executive Committee or the Owner's Corporation (as appropriate), be repaired and maintained by the owner for the time being of such lot.
- 20.2 For the avoidance of doubt, the owner of a lot must repair and maintain any air-conditioning unit (including any air condition condenser, motor, compressor, pipes, wiring, cabling support bracket and ducting) which services that lot owner's lot and must ensure (whether by screening or otherwise) that noise emissions from that air-conditioning unit (including any air condition condenser) are kept to a level satisfactory to the Executive Committee acting reasonably.
- 20.3 For the avoidance of doubt, the owner of a lot must repair and maintain:
 - (a) any exhaust or extraction fan (including any wiring, cabling and ducting) which services that lot owner's lot (including in the bathrooms and laundries);
 - (b) hot water units on the balconies; and
 - (c) door locks and letter box locks in respect of that lot owner's lot.

21. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").

An owner shall not install Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Executive Committee of the Owner's Corporation. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Executive Committee. In giving such approvals, the Executive Committee shall ensure so far as practicable that Window Coverings used in all lots presents a uniform appearance when viewed from inside or outside of the Parcel, provided however that, where a lot may lawfully be used for commercial purposes, the Executive Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Executive Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

22. Maintenance of Common Property and the Lots.

- 22.1 The Owner's Corporation shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Owner's Corporation assets.
- 22.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Owner's Corporation pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis. For the avoidance of doubt, the definition of "lot" for the purposes of this by-law includes any storage area, terrace, planter box, balcony, stairs and any other area on the title of the lot.
- 22.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.
- 22.4 In the event that a lot is not maintained in accordance with By-Laws 22.2 and 22.3, the Executive Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Executive Committee adequately maintain the lot within the time stipulated in the notice, the Executive Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.
- 22.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Executive Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Executive Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.
- 22.6 Replacement of Glass. Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Owner's Corporation insurance.
- 22.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

23. Taps.

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

24. Water Closets.

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

25. Behaviour of Invitees.

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

25.2 The owner or occupier of a lot shall be liable to compensate the Owner's Corporation in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

25.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws.

25.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.

25.5 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Owner's Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

25.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

26. Notice of Defect.

An owner or occupier of a lot shall give the Executive Committee and/or the Caretaker prompt notice of any accident to or defect in the water pipes, gas pipes, electric or other utility installations or fixtures which comes to his knowledge and the Executive Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

27. Display Unit.

27.1 While the Original Owner remains an owner, lessee or licensee of any lot in the Strata Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Strata Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the lot or lots and may conduct an auction sale from such lot.

27.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 27.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or materials shall

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not be more than is reasonably necessary and the quality and content of such material must be tasteful and of a high quality.

27.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 27.1 full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day. During those times, the Owner's Corporation shall ensure that all security doors and gates which restrict access to the Strata Scheme or other parts of the common property, shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

28. Use of Lots.

All lots shall only be used for residential accommodation purposes.

29. Functions of Owner's Corporation

Without derogating from any powers, duties and functions conferred or imposed on it by the Act or these By-Laws, the Owner's Corporation has the function to:

- (a) provide, for the benefit of owners and occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property;
- (b) for the benefit of owners and occupiers authorise a person or entity to offer services to lot owners, on a voluntary basis, including a letting service;
- (c) for the benefit of owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and
- (d) for the benefit of owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

30. Executive Committee may Employ.

The Executive Committee may employ for and on behalf of the Owner's Corporation such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Owner's Corporation.

31. Correspondence.

All complaints or applications to the Owner's Corporation or its Executive Committee shall be addressed in writing to the Secretary or the Caretaker.

32. Requests to the Secretary.

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Executive Committee, to the Secretary, and not to the Chairman or any member of the Executive Committee.

33. Notices.

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

34. Copy of By-Laws to be Produced Upon Request.

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Strata Scheme in accordance with the Act.

35. Power of Executive Committee,

The Executive Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Strata Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owner's Corporation.

36. Recovery of Costs,

36.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- (i) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-Laws of the Owner's Corporation;
- (ii) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

36.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-

- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction;
- (ii) charge interest on such costs at the rate prescribed by the Strata Schemes Management Act 1998; and
- (iii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot falling which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

37. Recovery by Owner's Corporation

Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Executive Committee shall be entitled to recover the amount so expended as a debt in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

38. Cable TV

The Owner's Corporation and each owner or occupier recognises that there could be an agreement in place with a cable TV carrier or other service provider for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television or other telecommunication service to the Strata Scheme and each lot and the Owner's Corporation and each owner or occupier must:

38.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to cable television or other telecommunication service or allow a person to access a Lot for maintaining and repairing such equipment;

38.2 provide a supply of electricity, at the cost of the Owner's Corporation, if needed for any component to the cable television or other telecommunication service facility that is installed on the Common Property.

39. Joint Liability

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

40. Security

40.1 All security equipment installed on common property and used in connection with the provision of security for the Strata Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Owner's Corporation. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Owner's Corporation and shall be repaired and maintained at the cost and expense of the Owner's Corporation.

40.2 In no circumstances shall the Owner's Corporation be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Owner's Corporation to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Owner's Corporation by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.

40.3 The Executive Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Strata Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Owner's Corporation in general meeting.

41. Aerials

Outside wireless and television aerials may not be erected without permission of the Executive Committee.

42. Repairs

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots using appropriately qualified contractors who hold public liability for at least \$10 million for each claim.

43. Illegal Use of Lots Prohibited

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Strata Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

44. Signs

Subject to these By-Laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

45. Power to Enter into Licence Agreements

The Owner's Corporation may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

46. Security Grills

An owner of a lot is entitled to install security grills to the windows and sliding door of their lot provided only that:-

- 46.1 The security grills are in black powder coat aluminium frame and appropriate mesh;
- 46.2 The owner advises the Executive Committee in writing of the owner's intention to install the security grills prior to installation;
- 46.3 The security grills are installed in a proper and workmanlike manner and comply with all local government requirements and are of a high quality of design and workmanship;
- 46.4 The owner complies with all reasonable directions of the Executive Committee in respect of the installation and maintenance of the security grills;
- 46.5 The owner is responsible for any and all damage to any Common Property caused by or associated with the installation of the security grills and must make good any such damage and the owner indemnifies the Owner's Corporation in that regard; and
- 46.6 An owner or occupier shall not, except with the consent in writing of the Owner's Corporation, change the size, type or colour of the security grills once installed.

47. Exclusive Use – Garden Areas

- 47.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Appendix A.
- 47.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of garden areas only.
- 47.3 Subject to by-law 47.4, each owner shall be responsible for the maintenance, operating costs and upkeep of their exclusive use area. The occupier of each lot shall keep their exclusive use area in a neat and tidy condition and the occupier of a lot shall maintain the garden in that exclusive use area. The owners and occupiers of each lot must not change the design theme or the garden and plants without the written approval of the Executive Committee.
- 47.4 The Owner's Corporation is responsible for mowing the lawns for all ground floor garden areas as required in order that the ground floor garden areas are kept in a neat and tidy condition. Owners and occupiers of lots with ground floor garden areas must grant access to the Owner's Corporation (and its agents and authorised representatives) for that purpose. If an occupier fails to comply with this by-law and the Owner's Corporation must take remedial action, the costs of the remedial action must be met by the relevant owner or occupier.
- 47.5 Owners of lots which have the right to an exclusive use area under this by-law may only make an improvement to that exclusive use area if approval to such improvement is given by the Executive Committee in writing and all local government requirements in respect of any such improvement are complied with. The style, design and colour of any improvements shall be (to the greatest extent possible) consistent with the lot to which the exclusive use area attaches and shall not detract from the amenity of the Strata Scheme. The Owner of the lot shall ensure that any improvements match the colour and style of the dwelling and are of a high quality of design and workmanship. The Occupier shall repair and maintain the improvements so that any part of the improvements visible from outside the lot is kept in an attractive state. An Occupier shall not, except with the consent in writing of the Owner's Corporation, change the size, type or colour of the improvement once constructed.
- 47.6 In an emergency the Owners Corporation, its agents or authorised representatives may enter any part of an exclusive use area for the purpose of carrying out maintenance or repair.

48. Definitions

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

"Act" means the Strata Schemes Management Act 1998 as amended from time to time;

"Common Property" means so much of the Parcel as from time to time not comprised in any lot.

"Executive Committee" means the executive committee of the Owner's Corporation.

"Original Owner" means DY2 Pty Limited, its successors or assigns.

"Owner's Corporation" means the owners corporation created by registration of the strata plan.

"Parcel" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 in respect of the first strata plan lodged.

"Regulation" means the Strata Schemes Management Regulation 1997 as amended from time to time.

"Strata Scheme" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973.

SCHEDULE 1

Exclusive Use Garden Areas

First Column - Lot	Second Column - Garden Areas
1	Area EU 6 in Appendix A attached
2	Area EU 7 in Appendix A attached
3	Area EU 8 in Appendix A attached
4	Area EU 9 in Appendix A attached
5	Area EU 2 in Appendix A attached
6	Area EU 1 in Appendix A attached
7	Area EU 4 in Appendix A attached
8	Area EU 5 in Appendix A attached
9	Area EU 3 in Appendix A attached

Signed by DY2 Pty Limited pursuant to
section 127 of the Corporations Act

.....
Sole Director and Sole Secretary/Director

.....
Print Name

.....
Director/Secretary

.....
Print Name

Signed by Perpetual Nominees Limited
in the presence of:

Shant Nazarian
Witness

Account Executive
Level 72 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000

Octavian ACN 112 109 298

Signed by MFS LIT Pty Ltd in the
presence of:

.....
Witness

Underpower of Attorney

4342/443 Dated 12/08/02

.....
Christopher Ringland
Team Leader

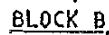
.....
Delomi Annette Murray
Assistant Manager

.....
Director Craig White

.....
Director David Anderson

APPENDIX "A"

FLOOR PLAN
LEVEL 3 (GROUND FLOOR)



- D DENOTES DUCT (CP)
T DENOTES TERRACE
CP DENOTES COMMON PROPERTY
WC DENOTES TOILET (CP)
GA DENOTES GARDEN AREA (CP)
EU DENOTES EXCLUSIVE USE AREA
JA DENOTES RIGHT ANGLE

R025011 /Doc:DL A984056 /Rev:17-Mar-1997 /Sts:OK.OK /Prt:21-Oct-2008 15:07 /Pgs:ALL /Seq:1 of 2
 PAT-WATERS-WELLARD /Src:H

REC'D 24 AUG 1923 12⁰³ PM
 New South Wales,
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1908.)

I, **WILLIAM BRAMWELL BOOTH** of London, **England**,
 General of the Salvation Army

(herein called the transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of the sum of two hundred and five pounds

(£ 205--) (the receipt whereof is hereby acknowledged) paid to me by
MARGARET GRALTON WIFE OF CORNELIUS PATRICK GRALTON of Dee Why Builder

(herein called transferee)

do hereby transfer to the transferee
 All such my Estate and Interest in All the land mentioned in the schedule following:—

No.	County.	Part.	State if Whole or Part.	Vol.	Part.
20	Cumberland	Manly Cove	Part and being lots 15 and 16 Section 6 in plan or Deposited Plan No 9125	2602	195

And the transferee covenants with the transferor for herself her heirs executors administrators and assigns and so as to bind not only herself but the registered proprietors for the time being of the land hereby transferred **DOETH HEREBY COVENANT** with the said William Bramwell Booth his heirs executors and administrators that she will not erect or cause to be erected or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than One hundred pounds **100 AND FURTHER** that she will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquors of any kind whatsoever on the land hereby transferred **AND FURTHER** that she will not carry on or permit to be carried on upon the land hereby transferred any noxious business or offensive trade occupation or business **AND FURTHER** that she will not erect in respect of the land hereby transferred any dividing fence without the consent of the said William Bramwell Booth **PROVIDED** that such consent shall not be withheld if such fence or fences be erected without expense to the said William Bramwell Booth The land to which this covenant is intended to be appurtenant is the residue of the land comprised in the said Deposited Plan and the land which is to be subject to the burden thereof is the land hereby transferred and the person by whom and with whose

ENCUMBRANCES &c REFERRED TO:
 consent this covenant may be released varied or modified is the abovenamed William Bramwell Booth his heirs executors or administrators or attorney or other the General for the time being of the Salvation Army his heirs executors or administrators or attorney

MEMORANDUM OF ENCUMBRANCES &c REFERRED TO:
 Subject to such encumbrances &c as may be noted in the said Deposited Plan

Signed at *London* the *first* day of *August* 1923
 Signed in my presence by the transferor
By his Attorney Hugh Stoddart
 WHO IS PERSONALLY KNOWN TO ME
W. Wellard

Signed *back to Robert Stoddart*
Voluntarily
By

Signed in my presence by the transferee
 WHO IS PERSONALLY KNOWN TO ME
C. P. Gralton & P. Beecham
B. Builder

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

* If Signed by virtue of any power of attorney, the original must be registered, and an attested copy deposited, and the memorandum of non-recognition on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his name and state that of his own.

H:R025011 /Doc:DL A984056 /Rev:17-Mar-1997 /Sts:OK.OK /Prt:21-Oct-2008 15:07 /Pgs:ALL /Seq:2 of 2
 F:PAT-WATERS-WELLARD /Src:H

No. *A984056* CONSENT OF MORTGAGEE.

I, *Hydrus* mortgagee under Mortgage No. *1082*
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at *Hydrus* this *10* day of *August* 19*23*

Signed in my presence by *Hydrus* who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *1082* Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at *Hydrus* the *10* day of *August* 19*23*.

Signed at the place and on the date above-mentioned, in the presence of *Hydrus*

It is to be noted that the power is not necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at *Hydrus* the *10* day of *August*, one thousand nine hundred and twenty three, the attesting witness to this instrument, the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said *Hydrus* is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

It may be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER OF

Acres *106* *acres* *0.125* *perches*

near Long Reef

Shire *Warringah*

Municipality *Warringah*

Parish *Warringah* *County* *(Subject to Covenant)*

Marjorie Spallan

Transferee.

Particulars entered in Register Book, Vol. *262* Fol. *195*

26

the *26* day of *August* 19*23*
 at *3* minutes *10* o'clock in the *AM*

Hydrus



Registrar General.

LODGED BY

DOUGLAS & CO
Notary Public
SYDNEY

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Prop., M't'gor, etc.

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch	<i>Hydrus</i>	<i>10.8.23</i>
Received from Records	<i>Hydrus</i>	<i>10.8.23</i>
Draft written	<i>Hydrus</i>	<i>10.8.23</i>
Draft examined	<i>Hydrus</i>	<i>10.8.23</i>
Diagram prepared	<i>Hydrus</i>	<i>10.8.23</i>
Diagram examined	<i>Hydrus</i>	<i>10.8.23</i>
Draft forwarded	<i>Hydrus</i>	<i>10.8.23</i>
Suppl. of Engravers	<i>Hydrus</i>	<i>10.8.23</i>
Cancellation Clerk	<i>Hydrus</i>	<i>10.8.23</i>
Vol. <i>3498</i>	Fol. <i>123</i>	
Diagram Fees	<i>Hydrus</i>	<i>10.8.23</i>
Additional Folio	<i>Hydrus</i>	<i>10.8.23</i>

If the parties be resident within the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles, or such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or each other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Protector or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Registration fee 10s for endorsement on first certificate, and 5s for each additional certificate included in the Transfer, and 1s 5s for every new Certificate of Title issued. Additional Certificate fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Transfers in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office or the Transferor may take out a new Certificate for the residue.

51-1923

Q: R025024 / Doc: DL A583114 / Rev: 27-Feb-1997 / Sts: OK, OK / Prt: 21-Oct-2008 15:07 / Pgs: ALL / Seq: 1 of 4
 E: PAT-WATERS-WELLARD / Src: H

New South Wales.

MEMORANDUM OF TRANSFER.

LAND TRANSFER ACT, 1900.

A583114



FEB 1998

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

A583114

WILLIAM BRAMWELL BOOTH of London in England
 General of the Salvation Army

b If a less estate, estate out "in fee simple," and interest the required alteration.

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of ONE HUNDRED AND FIFTY POUNDS

(£ 150,0.0)

d If the consideration be not pecuniary, state its nature briefly.

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

paid to me by STELLA LEE of Wahroonga near Sydney in the State of New South Wales, Widow.

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

the receipt whereof I hereby acknowledge,

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

do hereby transfer to the said Stella Lee

g Area in acres, rods, or perches.

All my Estate and Interest, as such registered proprietor, in ALL that piece of land containing

h Parish or town and county.

situate in the Shire of Warringham, Parish of Manly Cove and County of Cumberland.

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

j "Crown grant," or "Certificate of Title."

k State out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:— "as delineated in the plan hereon (or annexed hereto)" or "described as follows."

Any annexate must be signed by the parties and their signatures witnessed. Here also should be set forth any right of way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be recorded.

being part of the land comprised in Certificate of Title

dated 1st September 1916 registered volume No. 2602 folio 198
 AND being Lots 1 and 2 of Section 6 as shown on Deposited Plan 9125

AND the said STELLA LEE of herself her heirs executors administrators transferres and assigns and so as to bind not only herself but the registered proprietors for the time being of the land hereby transferred TO THE HEREBY COVENANT with the said William Bramwell Booth his heirs executors and administrators (that she will not erect or cause to be erected or permit to be erected on the land hereby transferred any house building or erection which shall be of a value of less than ONE HUNDRED POUNDS on each block pounds (£100,0.0.0) AND FURTHER that she will not sell or permit to be sold or connive at or be a party to the sale of any wines beers ales spirits or any other intoxicating liquors of any kind whatsoever on the land hereby transferred or any part of the land comprised in the said Deposited Plan Number 9125 AND FURTHER that she will not carry on or permit to be carried on upon the land hereby transferred or any part of the land comprised in the said Deposited Plan any noxious noisome or offensive trade occupation or business.)

[Rule up all blanks before signing.]

The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words repeated should be traced through with the pen, and these rubricated within one hour, the alteration being verified by signature or initials in the margin, or noted in the attestation.

[Price 3d.]

R025024 /Doc:DL A583114 /Rev:27-Feb-1997 /Sts:OK.OK /Prt:21-Oct-2008 15:07 /Pgs:ALL /Seq:2 of 4
 PAT-WATERS-WELLARD /Src:H

MEMORANDUM OF ENCUMBRANCES, &c, REFERRED TO.

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

[Rule up all blanks before signing.]

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

This applies only to
 instruments signed
 within the State.
 If the parties be
 resident without the
 State, but in any
 British Possession, the
 instrument must be
 signed or acknowledged
 before the Registrar-
 General or Recorder of
 Titles of such
 Possession, or before
 any Judge, Notary
 Public, Governor,
 Government Resident,
 or Chief Secretary of
 such Possession. If
 resident in the
 United Kingdom, then
 before the Mayor or
 Chief Officer of any
 Corporation, or a
 Notary Public. And if
 resident at any foreign
 place, then before the
 British Consular
 Officer at such place.
 If the Transferor or
 Transferee signs by a
 mark, the attestation
 must state "that the
 instrument was read
 over and explained
 to him, and that he
 appeared fully to un-
 derstand the same."

Repeat attestation for
 additional parties if
 required.
 81113

In witness whereof, I have hereunto subscribed my name at Bullbourne
 the second day of June in the year
 of our Lord one thousand nine hundred and twenty

Signed in my presence by the said
 WILLIAM BRAMWELL BOOTH by
 his Attorney JAMES HAY
 WHO IS PERSONALLY KNOWN TO ME

Signed

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

R025024 /Doc:DL A583114 /Rev:27-Feb-1997 /Sts:OK.OK /Prt:21-Oct-2008 15:07 /Pgs:ALL /Seq:3 of 4
 PAT-WATERS-WELLARD /Src:H

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

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

Signed in my presence by the said

STELLA LEE

WHO IS PERSONALLY KNOWN TO ME

Madeline M. Laidlaw

Stella Lee
 Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See s. 6 "a" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

JAMES HAY of 69 Bourke Street Melbourne in the State of Victoria
 Commissioner of the Salvation Army do hereby solemnly and sincerely
 declare that:

1. I am the Attorney of William Bramwell Booth of London in England acting under Power of Attorney bearing date the Fourth day of September One thousand nine hundred and twelve for use in the State of New South Wales a copy whereof has been filed in the Land Titles Office at Sydney and Numbered 6540.

2. At the time of executing a certain Memorandum of Transfer bearing even date herewith of a piece of land being Lots 1 and 2 of Section 6 as shown on Deposited Plan Number 9125 I had not received any notification of the revocation of the said Power of Attorney and the same is now in full force and virtue.

3. The said William Bramwell Booth is now to the best of my knowledge information and belief the occupant under the Constitution and the amended Constitution of the Salvation Army of the position of General of the Salvation Army and I have not at the time of making this my Declaration received any notification that the said William Bramwell Booth has vacated or been deposed from the said office.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED and DECLARED at *Melbourne*

this *second* day of *June*

One thousand nine hundred and twenty

before me:

A. J. Johnson
Notary Public
Melbourne

James Hay

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the
 day of _____, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew
 the person signing the same, and whose signature thereto he has attested; and that the
 name purporting to be such signature of the said

is his own handwriting, and that he was of
 sound mind, and freely and voluntarily signed the same.

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

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

R025024 /Doc:DL A583114 /Rev:27-Feb-1997 /Sts:OK,OK /Prt:21-Oct-2008 15:07 /Pgs:ALL /Seq:4 of 4
 :PAT-WATERS-WELLARD /Src:H

No. A 583114 Memorandum of Transfer of

Lot 142, Sg 6, D.P. 9125
 near Long Reef
 Sh. Waringah
 Bk. Manly Cove

(Subject to Government)

Lodged by

(Name) Robson & Cowlishaw

(Address)

Transferor

Stella Lee

Transferee

Particulars entered in the Register Book, Vol. 2602

Folio 195

the 15th day of June, 1920,
 at 35 minutes past 11 o'clock
 in the fore noon.

W. H. Williams

Registrar General

21 JUN 1920

INDEXED	DATE	INITIALS
SENT TO CHURCH OF ENGLAND	22.6.20	AB
RECEIVED IN CHURCH	22.6.20	AB
DRAFT WRITTEN	24 JUN 1920	AB
DRAFT EXAMINED	23.6.20	AB
DICRAN COMPLETE	24	AB
DICRAN EXAMIN D.		
DRAFT FORWARDED		
RETD TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENCLOSED		
SUPT. OF ENCLOSED	24.6.20	AB
B-P. REGISTER GENERAL		
VOL. 3068	23	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No transfer can be registered until the fee is paid.
 If a part only of the land is transferred, and it is desired to have a certificate for the remainder, the whole should be stated, and a new Certificate will then be prepared on payment of an additional fee, but in such cases, if it is desired to make several transfers of portions, the Certificate may remain in the Land Titles Office, where it will be ready for use when the whole is sold, or formal application be made for a new Certificate of the remainder.
 Transfers to companies must comply with the Companies Act, 1908, and will be required for each additional Certificate.
 The fee on transfers is £10, and 50c for every new Certificate, whether issued to a Transferee or retained for the vendor. By the Amendment Act of 1917, the purchaser is not required to return the fee on Certificate of Sale if the whole of the land is transferred, and he may have the original Certificate returned to him, with a memorial of 300 Transfers and more, at a cost of 10c only.
 The Transfer is complete from the moment it is registered.
 Certificates will only be delivered on personal application of Purchaser or their solicitor, or upon an order attested before a Magistrate.

NOTE: All forms relating to the Certificate for January, 1920, and 1921, and the forms of the Land Titles Office are also printed in the form of the forms of the Land Titles Office.

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PAT-WATERS-WELLARD /Src:H

P.01

60 plan fee charged.
27Form: OITG
Release: 1.2
www.lpi.nsw.gov.au**TRANSFER
GRANTING EAS**New South Wales
Real Property Act

8763055N

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

(A) TORRENS TITLE

Servient Tenement CP/SP3952	Dominant Tenement 1/182171
--------------------------------	-------------------------------

(B) LODGED BY

Delivery Box 1W	Name, Address or DX and Telephone R J Thomas, Solicitor, Suite 7, 21 Sydney Road Manly NSW 2095 Reference: RT	CODE TG
--------------------	--	------------

(C) TRANSFEROR

OWNERS STRATA PLAN 3952
C/- Williams Woolf & Zuur, Solicitors, 19 Pacific Parade, Dee Why NSW
2099

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants(E) DESCRIPTION
OF EASEMENTAn easement to drain water over that part of the land as shown and
identified on the plan

out of the servient tenement and appurtenant to the dominant tenement.

(F)

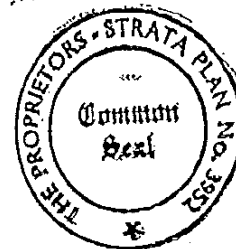
Encumbrances (if applicable):

(G) TRANSFEREE

Antonio Della-Fiorentina
Phyllis Anna Della-Fiorentina

DATE

(H)

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.Signature of witness:
ALBERT JOHN TOWNSENDName of witness:
Address of witness:26 WOODWARD STREET
CROMER HEIGHTS NSW
2099Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.Signature of authorised officer:
Gloria Townsend
Authorised officer's name:
Authority of officer:
Signing on behalf of:
SP3952Certified for the purposes of the Real Property Act
1900 by the person whose signature appears below.

Signature:

Signatory's name:

Signatory's capacity:

Barry James Woolf
Transferor's Solicitor

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:PAT-WATERS-WELLARD /Src:H

Approved Form 9

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 3952 hereby certifies that:

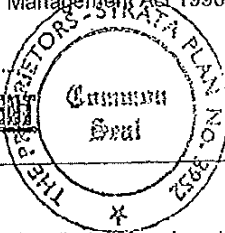
(1) the * dealing * plan + Transfer Granting Exemption was * executed * accepted * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;

(2) the requirements of section 28(3)(a)(ii) or ~~section 32(3)(a)(ii)~~ of the above Act have been complied with in respect of the said * dealing * plan.

The common seal of Owners - Strata Plan No 3952 was hereunto affixed on 12TH AUGUST 2002 in the presence of Gloria Jean Townsend being the person (s) authorised by

section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

NORTH SHORE STRATA MANAGEMENT



*Strike out whichever is inapplicable.

+ Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

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PAT-WATERS-WELLARD /Src:H

Approved Form 10

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 3952 hereby certifies that in respect of the strata scheme based on Strata Plan No. 3952

* (a) the initial period, as defined by that Act, expired before:

~~* issue by the * local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).~~

~~* issue by the * local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).~~

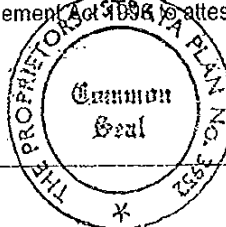
~~* issue by the owners corporation on 12/08/02 of a certificate referred to in * section 28(4)(a) * section 32(4)(a).~~

* (b) ~~at the date of issue of a certificate referred to in section * 9(3)(b), * 13(2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the initial proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of Owners - Strata Plan No. 3952 was hereunto affixed on 12TH AUGUST 2002

in the presence of Gloria Jean Townsend being the person (s) authorised by section 238 of the Strata Schemes Management Act 1986 to attest the affixing of the seal.

Gloria Jean Townsend
NORTH SHORE STRATA MANAGEMENT

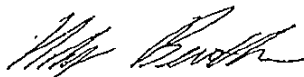


* Strike out whichever is inapplicable.

:R025033 /Doc:DL 8763055 /Rev:27-Aug-2002 /Sts:NO.0K /Prt:21-Oct-2008 15:08 /Pgs:ALL /Seq:4 of 4
:PAT-WATERS-WELLARD /Src:H

PLAN OF PROPOSED EASEMENT TO DRAIN WATER 1 WIDE OVER SP 3952

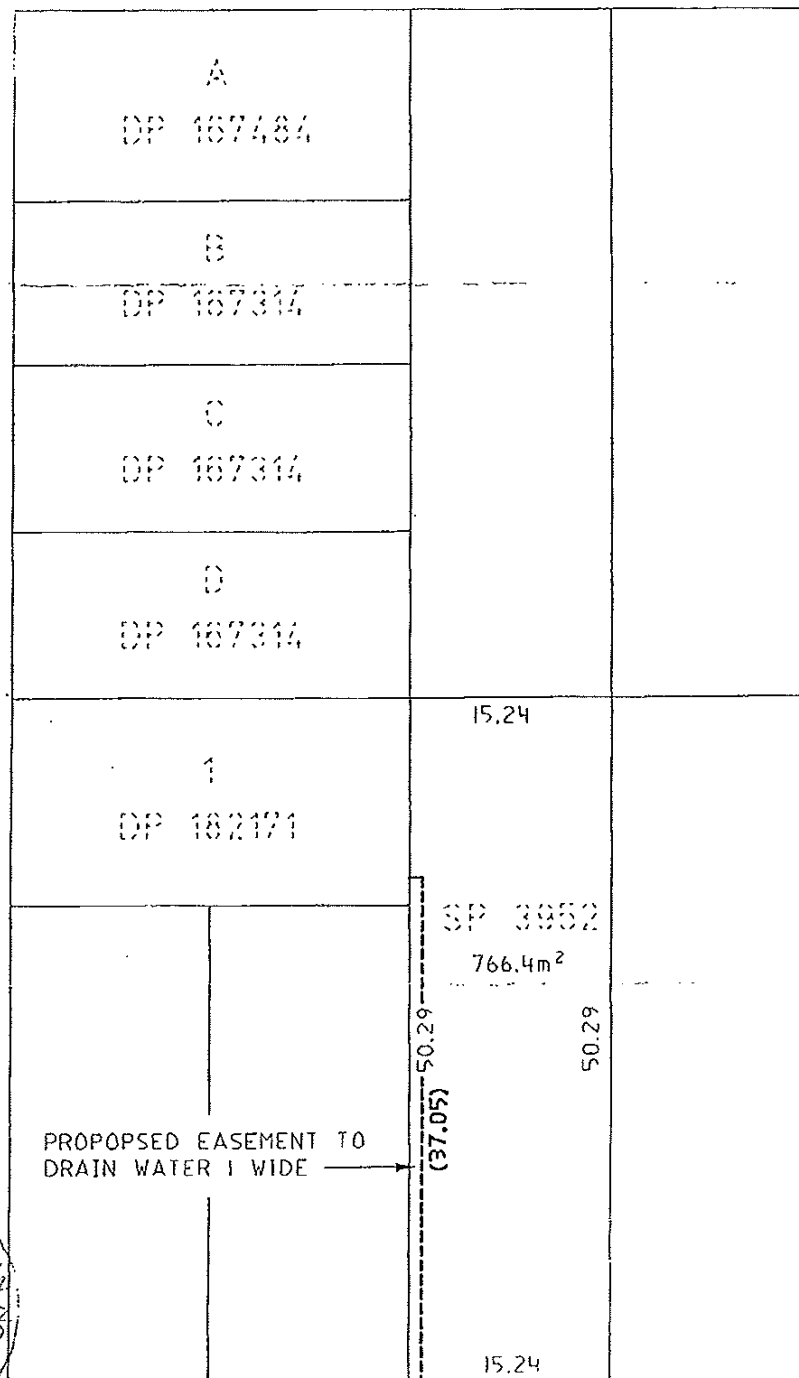
LOCALITY OF DEE WHY
LGA OF WARRINGAH
PARISH OF MANLY COVE
COUNTY OF CUMBERLAND
REDUCTION RATIO: 1:500



HOLGER BEUTHIEN
REGISTERED SURVEYOR
22 JULY 2002

WESTMINSTER AVENUE

HAWKESBURY AVENUE



JOEL JAMES WOLL
Solicitor for the Transferee



PITTWATER ROAD



NORTH SHORE STRATA MANAGEMENT

Form: 15CB
Release: 2.0
www.lands.nsw.gov.au

CHANGE OF BY-LAW:
New South Wales
Real Property Act 1900



AH557687X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar to use 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 80594

(B) LODGED BY

Document Collection Box IW	Name, Address or DX and Telephone Whelan Property Group P/L PO BOX 75 STRAWBERRY HILLS NSW 2012 Reference: _____	CODE CB
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(C) The Owners-Strata Plan No. 80594 certify that pursuant to a resolution passed on 30 January 2013 and in accordance with the provisions of No. 47 of the Strata Schemes Management Act 1996

(D) the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

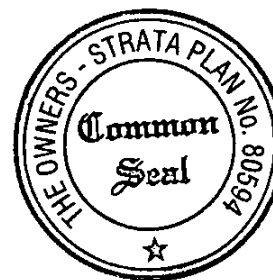
Added by-law No. Special Bylaw 1

Amended by-law No. NOT APPLICABLE

as fully set out below:

BY LAW | Service of Documents on Owner of lot by Owners Corporation

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.



(F) The common seal of the Owners-Strata Plan No. 80594 was affixed on 05 February 2013 in the presence of—

Signature(s): _____

Name(s): Christopher whelan

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____

Position of authorised officer: _____

Form: 15CB
Release: 3/2

CHANGE OF BY-LAWS

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



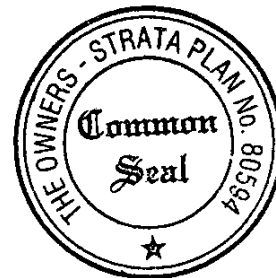
AK750949R

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/SP80594				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group 277 Pyrmont Street ULTIMO NSW 2007 Reference: <u>SP.80594</u></td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group 277 Pyrmont Street ULTIMO NSW 2007 Reference: <u>SP.80594</u>	<table border="1"><tr><td>CODE CB</td></tr></table>	CODE CB
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Whelan Property Group 277 Pyrmont Street ULTIMO NSW 2007 Reference: <u>SP.80594</u>				
CODE CB					

- (C) The Owners-Strata Plan No. 80594 certify that pursuant to a resolution passed on 06 July 2016 and
- (D) in accordance with the provisions of Section 47 of the Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. SPECIAL BY-LAW **2**
Amended by-law No. NOT APPLICABLE
as fully set out below:

SEE ANNEXURE "A"



- (F) The common seal of the Owners-Strata Plan No. 80594 was affixed on 29 July 2016 in the presence of—

Signature(s):

Name(s):

Andrew Uchino

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

STRATA SCHEME NO 80594
ANNEXURE "A" TO NOTIFICATION OF CHANGE OF BY-LAWS

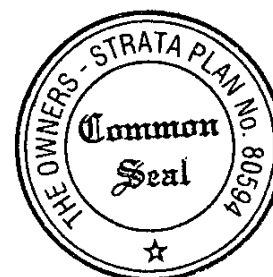
SPECIAL BY-LAW : **Smoking**

1. An owner or occupier of a lot must not:
 - (a) Smoke any substance on any area of the Common Property; or
 - (b) Smoke any substance in a Lot so as to allow smoke from such substance to enter Common Property or another Lot; or
 - (c) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the Common Property.
2. An occupier of a lot must take all reasonable steps to ensure that your guests and visitors do not:
 - (a) Smoke any substance on any area of the Common Property; or
 - (b) Smoke any substance in a Lot so as to allow smoke from such substance to enter Common Property or another Lot; or
 - (c) Drop, throw, place or leave any refuse from smoking, including without limitation any butt or match, on the Common Property.
3. An Owner or Occupier of a Lot must take all reasonable steps to ensure that the occupier of the Lot complies with the terms of this By-Law.
4. The Terms of this By-Law are in addition to the terms of Section 117 of the Strata Schemes Management Act 1996.

THE COMMON SEAL of THE OWNERS - STRATA PLAN NO 80594
was affixed on the 29 day of July 2016 in the presence of

Names: Andrew Vecchio
Signatures: ALL

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



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 11235
Date: 05/08/2019
Certificate No. ePLC2019/4162

Address of Property: 7/2-10 Hawkesbury Avenue DEE WHY NSW 2099
Description of Property: Lot 7 SP 80594

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):

Nil

- (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 Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

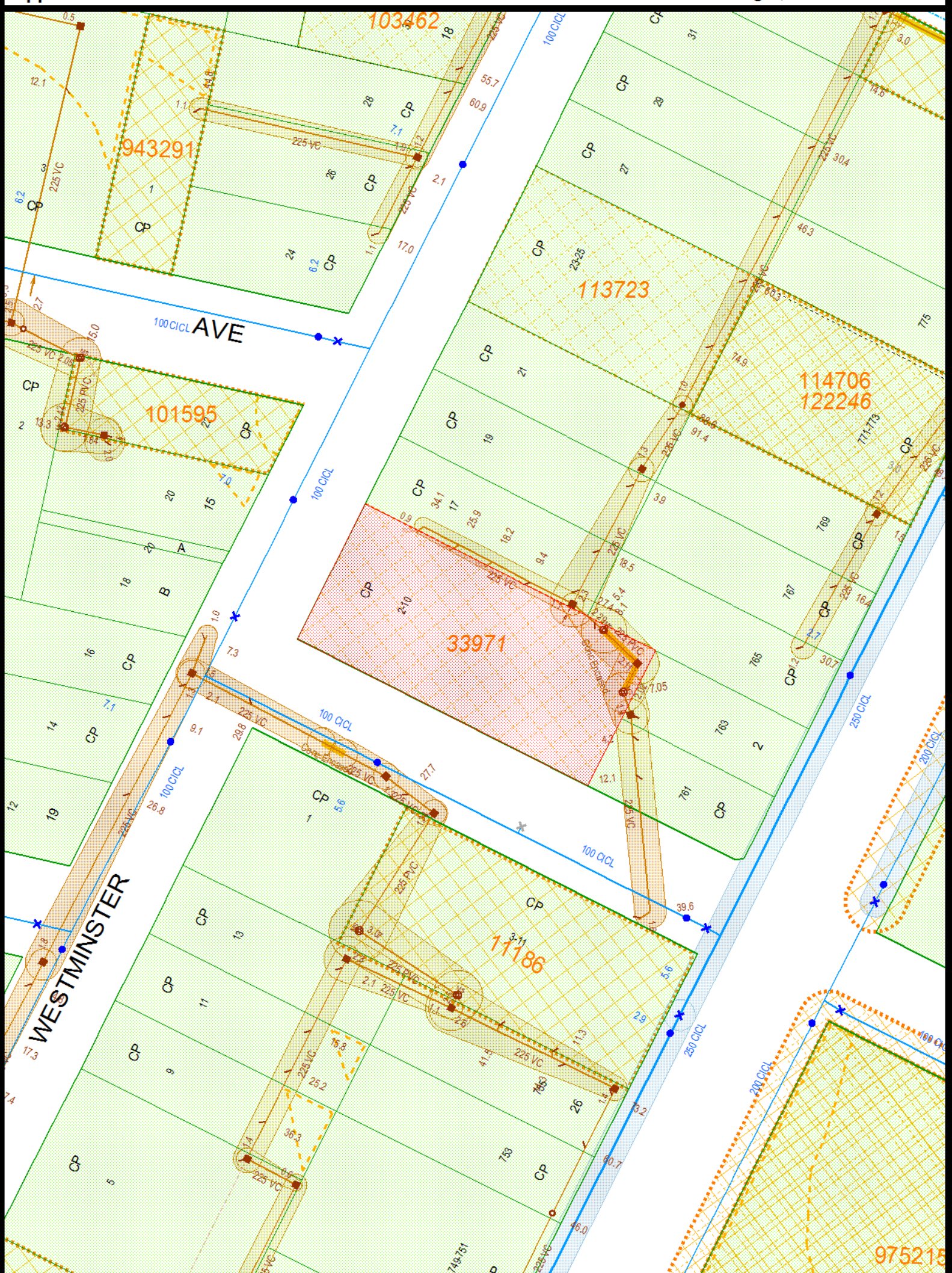
- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act
- (b) the land to which the certificate relates is not subject to a management order within the meaning of that Act
- (c) the land to which the certificate relates is not the subject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

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



Ray Brownlee PSM
Chief Executive Officer







































05/08/2019



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

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH SUBURB OF DEE WHY SSD 690647

INDICATES - DRAINAGE FITTINGS				SYMBOLS AND ABBREVIATIONS				INDICATES - PLUMBING FIXTURES & OR FITTINGS				ELEC.	
	Manhole	 P	P. Trap	CO	Clean out	Bld	Bidet					Pump Unit	
 Chr	Chamber	 R	Reflux Valve	O V	Vent Pipe	S	Shower					Boundary Valve	
 LH	Lamphole		Cleaning Eye	T	Tubs	DW	Dishwasher	 PRV				Boundary Valve with PRV	
	Boundary Trap	 Vert	Vertical Pipe	K	Kitchen Sink	F	Floor Waste					Alarm Control Panel	
	Inspection Shaft	IP	Induct Pipe	W	Water Closet	M	Washing Machine					LP Stop Valve	
 Pit	Pit	MF	Mica Flap	B	Bath Waste	BS	Bar Sink					LP Air Valve	
 G	Grease Interceptor	 RP	Rodding Point	H	Handbasin	LS	Lab Sink					LP Reducer	
	Gully		Sloped Junction	INDICATES - PLUMBING ON MORE THAN ONE LEVEL								HSV Flow Monitor	
 TMS	Terminal Maint. Shaft		Vertical Junction	O SVP	Soil Vent Pipe	O WS	Waste Stack					Vacuum Chamber	
 MS	Maintenance Shaft		On back Junction									Flushing Point	

6 August 2019

InfoTrack Pty Limited

Your Reference: **11235**

Building Over/ Adjacent a Sydney Water Asset Letter

Property: 2-10 HAWKESBURY AVE DEE WHY 2099
Application no: 10228479

Dear Sir/Madam,

Sydney Water's records show that a **Block of units** on the above property was built **over/adjacent** to the **Sewer main** with our approval and apparently in accordance with the conditions of that approval.

Sydney Water advises that under the State Records Act it is required to maintain records relating to building over/adjacent to Sydney Water assets for a maximum of twenty-five (25) years.

Yours sincerely

Customer Property Services
Customer Services

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

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

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
S80594/7	Unit 7, 10 HAWKESBURY AVE DEE WHY 2099	\$177 870

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?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full.

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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