

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	UPSTATE REAL ESTATE Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099	Phone: 9971 9000 Mobile: 0408 177 207 Ref: Peter Mosedale
co-agent		
vendor	Lydia Brogan Tagliapietra, Rossana Mary Tagliapietra and Adam John Court 1/21 Kingsway Dee Why NSW 2099	
vendor's solicitor	Ann Blannin-Ferguson 1a Chisholm Street Greenwich NSW 2065	Phone: 0421846285 Ref: ABF: 2021-188 Email: annbferguson@gmail.com
date for completion	In accordance with Special Condition 20.	
land (address, plan details and title ref)	1/21 KINGSWAY DEE WHY NSW 2099 Being Lot 1 in SP82079 Folio Identifier 1/SP82079	
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 type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or numbered <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor	<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 checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> Other: Clothes dryer machine;		
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$	Email:		
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

Choices

Vendor agrees to accept a **deposit-bond** (clause 3): ☐ NO ☐ YES

Nominated Electronic Lodgement Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30): ☐ NO ☒ YES

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

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

Land tax is adjustable ☒ NO ☐ YES

GST: Taxable supply ☒ NO ☐ YES in full ☐ YES to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ YES

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied 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 a *GSTRW payment* ☒ NO ☐ YES (if yes, vendor must provide

(GST residential withholding payment) further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 32 property certificate for strata common property
- ☒ 33 plan creating strata common property
- ☒ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

Lamb & Walters
19-23 Bridge Street
PYMBLE NSW 2073

Tel: 9449 8855
brett@lambandwalters.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. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

26 Crown purchase money

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

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

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

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

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –

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

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

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

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

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

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

28 Unregistered plan

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

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

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

28.3.1 the purchaser can *rescind*; and

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

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

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

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

29 Conditional contract

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

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

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

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

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

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

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

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SECTION 66W CERTIFICATE

I _____
of _____
certify as follows:

1. I am a Solicitor / Barrister / Licensed Conveyancer currently admitted/licensed to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property:

at 1/21 Kingsway, DEE WHY NSW 2099 _____,
from Lydia Brogan TAGLIAPIETRA, Rossana Mary TAGLIAPIETRA & Adam John COURT
(the Vendors) _____
to _____ (the Purchaser) _____

in order that there is no cooling off period in relation to that Contract.

3. I do not act for the Vendors and am not employed in the legal practice of a solicitor acting for the Vendors nor am I a member or employee of a firm of which a Solicitor acting for the Vendors is a member or employee.
4. I have explained to the Purchaser
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

SIGNATURE: _____

NAME: _____

CONDITIONS OF SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002.

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for on or behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the Vendor or announces "Vendor bid".
- 2A. The following conditions in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a Vendor as Executor or Administrator:
 - (a) More than one Vendor bid may be made to purchase interest of co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the Vendor; and
 - (d) Before the commencement of the auction the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction or under whose immediate and direct supervision the auction was conducted or the Vendor the full amount of the purchaser price:
 - (a) If that amount can reasonably be determined immediately after fall of the hammer – before the close of the next business day following the auction; or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount;Unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the Vendor made before the fall of the hammer.

ANNEXURE "A"

THIS AND THE FOLLOWING PAGES ARE THE SPECIAL CONDITIONS REFERRED TO IN THE AGREEMENT FOR SALE OF LAND

BETWEEN: Lydia Brogan TAGLIAPIETRA, Rossana Mary TAGLIAPIETRA & Adam John COURT

AND:

PROPERTY: 1/21 Kingsway, DEE WHY NSW 2099

DATED: this day of 2021

1. PERIOD OF NOTICE TO COMPLETE

- 1.1 In the event of either party to this Agreement failing to complete within the time that the other party is entitled to call for completion pursuant to the terms hereof, the party ready to complete shall be entitled any time thereafter to serve upon the other party or his solicitors a Notice to Complete requiring completion within fourteen (14) days from the date of service of such notice and for the purpose of this Agreement such notice shall be deemed to be sufficient both at law and in equity to make time of the essence of the Agreement provided that nothing herein contained shall affect the time at which or the circumstances in which a party shall be entitled to issue a Notice to Complete.

2. CONDITION OF PREMISES

- 2.1 The Purchaser acknowledges that he is purchasing the property:
- (a) in its present condition and state of repair;
 - (b) subject to all defects latent or patent;
 - (c) subject to any infestations and dilapidations;
 - (d) subject to all existing services; and
 - (e) as a result of his own enquiries and inspections and not as a result of any representations made by or on behalf of the Vendor;
- and the Purchaser shall not make any objection requisition or claim for compensation arising out of any of the matters referred to in this Clause.

3. PURCHASE SUBJECT TO EXISTING SERVICES

- 3.1 The Purchaser shall take title subject to all existing water, sewerage, drainage, gas, electrical and other mains and service connections, pipes or distributors installed within the land hereby agreed to be sold whether or not connected to any improvements erected on the property and the Purchaser shall not make any objection, requisition or claim for compensation nor be entitled to rescind or fail to complete this Agreement by reason of any such installations as aforesaid and the Purchaser shall be deemed to have satisfied himself as to the position and nature of such installations by virtue of having signed this Agreement.

4. PAYMENT OF INTEREST BY PURCHASER

- 4.1 Notwithstanding anything herein contained if the Purchaser fails to complete this Agreement in accordance with the terms hereof by the date referred to in this Contract otherwise than through any default on the part of the Vendor or the ELNO digital platform (i.e. PEXA or Sympli or any other ELNO) then the Purchaser agrees to pay on completion, in addition to the purchase price and any other moneys payable hereunder:

- (a) interest on the unpaid balance of the purchase price at the rate of EIGHT per centum (8%) per annum calculated on a daily basis from the date stipulated for completion to the actual date of completion; and
- (b) this amount is a genuine pre-estimate of additional legal and other expenses incurred by the Vendor as a consequence of the purchaser's delay.

5. EXCLUSION OF WARRANTIES

- 5.1 It is hereby agreed that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and this Agreement contains the whole of the Agreement between the Vendor and the Purchaser and the Purchaser shall not be entitled to rely on any representation however made by the Vendor or his agent except such as are made conditions of this Agreement.

6. NOTIFICATIONS

- 6.1 The property agreed to be sold is subject to all notifications and encumbrances (other than any mortgage or caveat) discoverable upon search.

7. TRANSFER OF TITLE

- 7.1 The Vendor's obligation to transfer title under this Agreement shall be interdependent with the payment of any monies under this Agreement (including interest for late completion and any fee payable in respect of the Purchaser obtaining early possession of the property) and non-payment of any part of such moneys shall constitute a breach of an essential term of this Agreement.

8. AGENT

- 8.1 The Purchaser warrants to the Vendor that no real estate agent (other than the agent disclosed herein) or other third party has introduced the Purchaser to the subject property under circumstances in which any real estate agent or other third party has or may appear to have valid a claim against the Vendor for commission or any other similar charge arising from this sale. The Purchaser indemnifies the Vendor against all such valid claims which may at any time in the future be brought by any agent or third party against the Vendor. This clause shall not merge on completion.
- 8.2 The Vendor warrants to the Purchaser that he has not entered into a Sales Agency Agreement, either exclusive or otherwise, with any agent other than the agent shown on Page 1 of this Contract for Sale.

9. AMENDMENTS TO THE PRINTED FORM

- (a) Clause 1 – definition of “work order” is amended by inserting the words: “issued by a competent authority” after the word “order”.
- (b) Clause 7.1.1 is amended by substituting 1% for 5%;
- (c) Clause 20.6.5 – delete the words “or fax”.
- (d) Clause 23.14 – is amended by deleting “7 days” and replacing with “2 days”.

10. DEATH AND BANKRUPTCY

- 10.1 Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law had this special condition not been included herein:-
 - (a) If either party, being a corporation, prior to completion resolves to go into liquidation, enter into an arrangement with creditors or should any liquidator be appointed to that party; or
 - (b) If either party, being a natural person, shall die or become mentally ill or have a bankruptcy petition presented against him or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors;then either party shall be entitled to rescind this agreement whereupon the provisions of clause 19 shall apply.

11. WATER AND SEWER USAGE CHARGES

- 11.1 On completion, the vendor will allow amounts for water and sewer usage charges for which the relevant authority has not issued accounts. The amounts must be calculated by multiplying the number of unbilled days up to and including the adjustment date by the average charge per day for usage for the last period for which an account is issued.

12. DEPOSIT OF LESS THAN 10%

- 12.1 Notwithstanding anything to the contrary contained elsewhere in this Contract, should the Vendor agree to accept payment of the 10% deposit by way of instalments the Purchaser acknowledges and agrees that the deposit will be paid as follows:
- (a) as to 5% of the purchase price on the date of this Contract; and
 - (b) as to the remaining 5% of the purchase price on the date being the earlier of:
 - (i) completion of this Contract; or
 - (ii) termination of this Contract.
- 12.2 Time for payment of each instalment is essential.
- 12.3 If the Vendor agrees to the deposit being paid by instalments and invested then all nett interest earned on the investment of the deposit will be paid to the Vendor on settlement.
- 12.4 If the Purchaser fails to pay the sum on demand by the Vendor then the Vendor may terminate the Contract and recover the entire 10% deposit from the Purchaser as a debt.
- 12.5 This Special Condition will not merge upon Completion.

13. NATIONAL CREDIT CODE

- 13.1 If the National Credit Code is applicable the Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:
- (a) the Purchaser does not require credit in order to pay for the property; or
 - (b) if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit on reasonable terms prior to the date of this Contract.

14. TAX FILE NUMBER

- 14.1 If the Contract says the deposit is to be invested all parties must provide their respective tax file numbers to the deposit holder by no later than the date of this Contract and in the event of default by any party resulting in the bank or financial institution withholding any amount, such amount shall be deducted from the defaulting party's share of interest.

15. ALTERATIONS TO CONTRACT

- 15.1 The Vendor and the Purchaser each authorise their Solicitor or Licensed Conveyancer (or any employee of that Solicitor or Licensed Conveyancer) to make alterations to the Contract as agreed to 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.
- 15.2 Any such alteration or addition shall be binding upon the relevant party deemed hereby to have authorised the same as if the alteration or addition of annexures was made prior to the Contract being signed by that party.

16. DELETED

17. RELEASE OF DEPOSIT

- 17.1 Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the Vendor's agent is authorised to release to the Vendor the deposit paid hereunder on exchange of Contracts PROVIDED THAT such monies so released shall only be used by the Vendor to assist in the purchase of real property or for the payment of stamp duty in respect of such property and shall only be paid into the

trust account of a licensed real estate agent or Solicitor or Licensed Conveyancer or to Revenue NSW and shall not be further released without the consent of the Purchaser until completion.

18. ELECTRONIC SIGNATURES

- 18.1 The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or the Purchasers which are facsimile, photocopy or any other form of electronic signatures including SignMe and DocuSign.
- 18.2 The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- 18.3 The parties agree that the cover page of the Contract bearing original signatures must be dated the same date as this Contract.
- 18.4 The parties agree that they shall not make any requisitions, objections, claim or delay completion due to the matter of execution of the Contract as at the exchange date.
- 18.5 If the Vendor elects to sign the Contract using DocuSign or SignMe then the following provisions take effect:
- 18.5.1 The Purchaser and their legal representative agree to accept a Vendor counterpart Contract signed by this method for the purposes of exchange and settlement.
- 18.5.2 The Vendor and their legal representative have no obligation to provide an original wet signature counterpart contract;
- 18.5.3 The Vendor will not make any claim, rescind, terminate or delay settlement for any matter raised in the above paragraphs 18.5.1 and 18.5.2.

19. GUARANTEE AND INDEMNITY – PURCHASER COMPANY

- 19.1 In consideration of the Vendor entering into this Contract with the Purchaser at the request of the undersigned directors of the Purchaser Company ("the Guarantor") and in consideration of the premises the Guarantor hereby jointly and severally and also irrevocably and unconditionally guarantees to the Vendor the due and punctual observance and performance of all of the obligations of the Purchaser and the due and punctual payment of all moneys which the Purchaser is or becomes obliged to pay to the Vendor under this Contract and hereby indemnifies the Vendor in respect of all liabilities (including legal costs on a solicitor/client as well as a party/party basis) incurred in enforcing this guarantee and indemnity which may arise as a consequence of the act omission or default of the Purchaser or otherwise under this Contract and the following further covenants and provisions shall have effect:
- (a) On each and every occasion on which the Purchaser omits or neglects to pay any money or to do or effect anything which the Purchaser has covenanted to pay do or effect as aforesaid then the Guarantor in each such case will immediately upon demand by the Vendor pay such money or do or effect such thing as if the Guarantor were the Purchaser;
- (b) The liabilities of the Guarantor under this guarantee and indemnity shall not be abrogated prejudiced or affected by the granting of time credit or any indulgence or concession by the Vendors to the Purchasers or by any omission or neglect or by any modification extinguishment variation or waiver or by any other dealing matter or thing which might (but for this provision) operate to affect or discharge the Guarantor from the Guarantor's obligations it being the intention of the parties to this Contract that the guarantee and indemnity and the obligations of the Guarantor shall be absolute and unconditional in any and all circumstances;
- (c) This guarantee and indemnity is to be a continuing guarantee and indemnity and shall be irrevocable and shall remain in full force and effect until such time as the Purchaser shall have duly performed and discharge the Purchaser's obligations as aforesaid; and
- (d) It is agreed that notwithstanding the due completion of this Contract this Special Condition and the guarantee and indemnities contained in this Special Condition shall endure for the benefit of the Vendor and shall not merge in the transfer upon completion.

.....
Name:
Director
Purchaser Company

.....
Name:
Director/Secretary
Purchaser Company

20. VARIABLE COMPLETION DATE

- 20.1 Completion shall take place within twelve (12) weeks from the date hereof PROVIDED THAT the Vendor shall be at liberty upon giving two (2) weeks' written notice to the Purchaser to reduce that period of twelve (12) weeks to an earlier period AND FURTHER PROVIDED THAT under no circumstances shall the Purchaser be required to complete prior to six (6) weeks from the date hereof.

21. CORONAVIRUS 19

- 21.1 For the benefit of both parties, should either party:
- contract the Covid-19 virus (CoronaVirus); or
 - be placed in isolation or quarantine;
 - be directed to self-isolate by a medical Doctor or other appropriate authority; or
 - need to care for an immediate member of their household or family who is directly affected by matters (a) to (c) above,
- then the parties agree that the following provisions shall apply:
- the other party cannot issue a Notice to Complete on that party until such time as that person or persons have been medically cleared by a medical Doctor or other appropriate authority.
 - the party seeking the benefit of this clause must provide suitable documentation to reasonably evidence the events referred to in sub-clauses 21.1 (a) to (d).
 - completion shall take place on the later of:
 - the scheduled completion date; and
 - within twenty-one (21) days after the date from which the party is diagnosed as free from the CoronaVirus.
 - if the Vendor is the party seeking the benefit of this clause, he shall do all things reasonable to vacate the property a minimum of 24 hours prior to completion.
 - it is an essential term of this Contract that the Vendor will thoroughly disinfect the property prior to completion. For the purpose of clarity "thoroughly disinfect" includes but is not limited to: vacuuming carpets, cleaning air-conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and to mop hard floors.

22. FORCE MAJEURE

- 22.1 For the purposes of this special condition, Force Majeure means a circumstance beyond the reasonable control of a party which results in a party being unable to observe or perform on time an obligation under this contract. Such circumstances shall include but shall not be limited to:
- acts of God, lightning strikes, earthquake, floods, droughts, storms, tempests, mudslides, washaways, explosions, fires and any natural disaster;
 - acts of war, acts of public enemies, terrorism, insurrection, riots, civil commotion, malicious damage, sabotage and revolution;
 - blocked access routes, import embargoes, vehicle shortages or other delays in transportation; and
 - disruption within the Australian finance, banking and/or payment systems or industries.
- 22.2
- Neither party shall be liable for any delay or failure to perform its obligations pursuant to this contract if such delay is due to Force Majeure.
 - If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure the performance of that party's obligations will be suspended.
 - Either party shall, without undue delay after becoming aware of circumstances constituting Force Majeure, give notice to the other of the circumstances constituting Force Majeure and specify which obligations are being prevented from being properly performed. A similar notice shall be given by the party affected by the Force Majeure event when the event ceases to affect the party's performances under this contract.
 - If a delay or failure by a party to perform its obligations due to Force Majeure exceeds ninety (90) days either party may immediately terminate this contract on providing notice in writing to the other party, in which case the provisions of standard condition 19 shall apply and the purchaser will be entitled to the return of his deposit.
 - If the Force Majeure event ceases and this agreement has not otherwise been terminated pursuant to and in accordance with clause 21 (d) completion shall take place on the later of:

- (i) the scheduled completion date; and
- (ii) twenty-one (21) days after the date from which the Force Majeure event ceased.

23. GOOD FAITH AND FINANCE MATTERS

- 23.1 The parties agree that special conditions 21 and 22 require the parties to act in good faith with respect to the exercise of any right or obligation under those special conditions.

24. DISCREPANCY

- 24.1 In the event of any discrepancy between these Special Conditions and the printed form of this Contract these Special Conditions shall prevail.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP82079

SEARCH DATE	TIME	EDITION NO	DATE
5/7/2021	3:27 PM	3	6/12/2017

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

LAND

LOT 1 IN STRATA PLAN 82079
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

ROSSANA MARY TAGLIAPIETRA
ADAM JOHN COURT
AS JOINT TENANTS IN 1/2 SHARE
LYDIA BROGAN TAGLIAPIETRA
IN 1/2 SHARE
AS TENANTS IN COMMON (T AM944319)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP82079
2 AM944320 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

mc1487000301

PRINTED ON 5/7/2021



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82079

SEARCH DATE	TIME	EDITION NO	DATE
5/7/2021	3:27 PM	3	5/12/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 82079
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 SP82079

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 82079
ADDRESS FOR SERVICE OF DOCUMENTS:
21 KINGSWAY
DEE WHY NSW 2099

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 A396238 COVENANT
- 4 AE281431 EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED AFFECTING THE SITE DESIGNATED (A)
IN PLAN WITH AE281431
- 5 AE565471 RESTRICTION(S) ON THE USE OF LAND
- 6 AE565472 POSITIVE COVENANT
- 7 AE565473 POSITIVE COVENANT
- 8 AJ738095 CHANGE OF BY-LAWS
- 9 AK972074 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 82079

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 12	3	- 12	4	- 11
5	- 11	6	- 11	7	- 11	8	- 11
9	- 11						

END OF PAGE 1 - CONTINUED OVER

mc1487000301

PRINTED ON 5/7/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP82079

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

mc1487000301

PRINTED ON 5/7/2021

Obtained from NSW LRS on 05 July 2021 03:27 PM AEST

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* 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. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, www.globalx.com.au an approved NSW Information Broker.

LOCATION PLAN

M.G.A.

S.P. 2017

S.P. 44137

KINGSWAY

22.3

39.82

(0.65)

(0.725)

CONCRETE BLOCK WALL

DRIVEWAY

CP

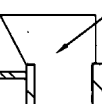
PODIUM

CP

CP

B

CP

CONCRETE
AWNINGTHREE STOREY
RENDERED UNITS
BASEMENT PARKING UNDER
No. 21

B

PODIUM CP

B

CP

CP

36.525

21.575

S.P. 6797

S.P. 3404

S.P. 5137

NOTES:

- B - DENOTES BALCONY
T - DENOTES TERRACE
CP - DENOTES COMMON PROPERTY

Surveyor: WARREN L. BEE
Surveyor's Ref: 16499

Registered



17-4-2009

Subdivision No: SC1314

Lengths are in metres Reduction Ratio 1: 150

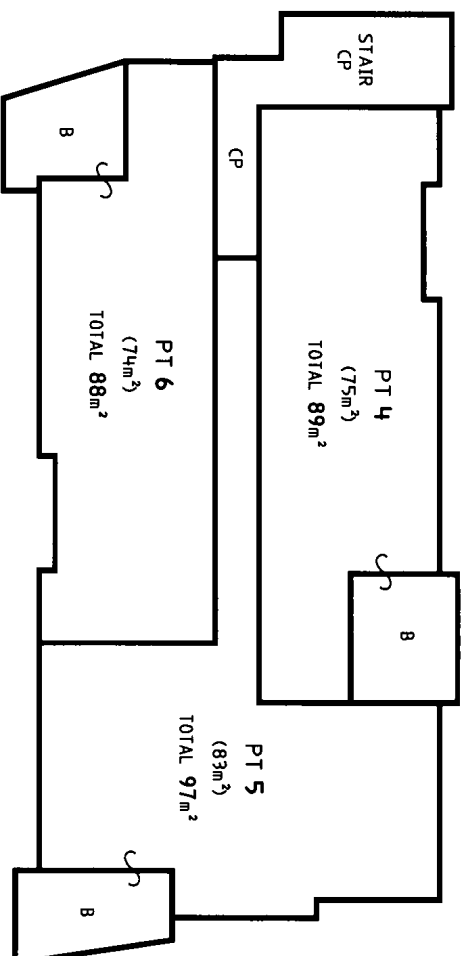


SP82079 P

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

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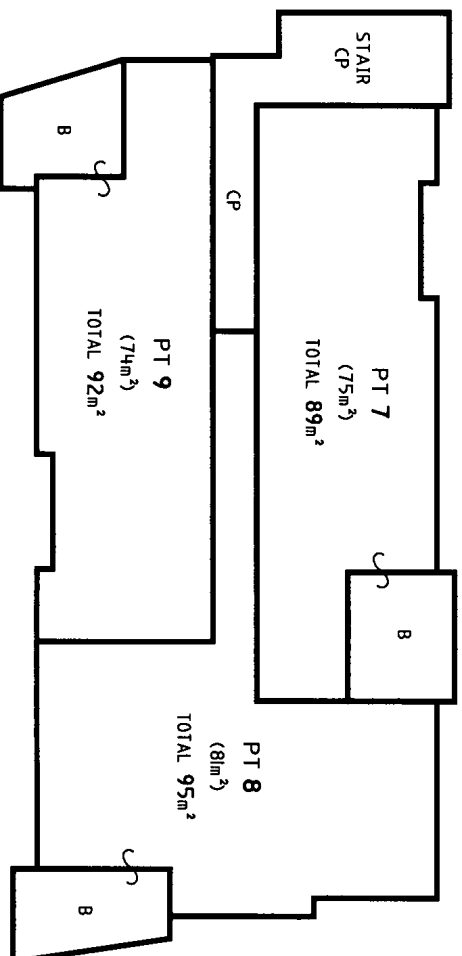
M.G.A.

FIRST FLOOR

NOTES:

B - DENOTES BALCONY
CP - DENOTES COMMON PROPERTY

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE HARD BASE EXCEPT WHERE COVERED.

SECOND FLOOR

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

Surveyor: WARREN L. BEE

Surveyor's Ref: 16499

Subdivision No: SC1314

Lengths are in metres Reduction Ratio 1: 150

Registered



17-4-2009

SP82079

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 82079
21 Kingsway
DEE WHY 2099



SP82079 S

Registered:  17-4-2009

Purpose: STRATA PLAN

PLAN OF Subdivision of Lot 1
Deposited Plan DP 1136447

Residential Model by-laws adopted for this scheme

*Keeping of animals: Option ~~1/1/1~~

*Schedule of By-laws in _____ sheets filed with plan

*No By-laws apply

* strike out whichever is inapplicable

Strata Certificate

* Name of ~~Council~~ Accredited Certifier **GORDON WREN**
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or ~~* Strata Schemes (Leasehold Development) Act 1986~~ have been complied with, approves:

* strata plan ~~* strata plan of subdivision~~

illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* ~~The strata plan/strata plan of subdivision is part of a development scheme.~~
 The * council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

* The Council does not object to the encroachment of the building beyond the alignment of

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot (s)
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of ~~the Strata Schemes (Leasehold Development) Act 1986.~~

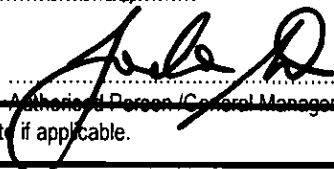
Date **16 MARCH 2009**

Subdivision No. **SC 1314**

Accreditation No. **BPB0447**

Relevant Development Consent No. **2008/1102**

Issued by **WARRINGAH COUNCIL**



 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

LGA: Warringah

Locality: Dee Why

Parish: Manly Cove

County: Cumberland

Surveyor's Certificate

I, **Warren Bee**

of **PO Box 330, Forestville**

a surveyor registered under the Surveying Act, 2002, hereby certify that:

- (1) each applicable requirement of
 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
 *Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
 has been met;
- (2) *~~(a) the building encroaches on a public place;~~
 *~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
 *has been created by registered +
 *is to be created under section 88B of the Conveyancing Act 1919
- (3) *the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: 19/02/2009

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

SURVEYOR'S REFERENCE: 16499

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

* OFFICE USE ONLY

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF
Subdivision of Lot 1 in DP 1136447

SP82079

Registered:



17-4-2009

Strata Certificate Details: Subdivision No: SC 1314

Date: 16 MARCH 2009

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

LOT	UNIT ENTITLEMENT
1	10
2	12
3	12
4	11
5	11
6	11
7	11
8	11
9	11
	100

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

Bellconner PTY LTD

ACN 109 151 117

Charles McIntosh

Sole Director Secretary

EXECUTED BY CAPITAL FINANCE
AUSTRALIA LIMITED ACN 069 663 136
BY ITS DULY APPOINTED ATTORNEYS

BRETT LEVINE

MARK CORBETT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

GEMIL

Witness

GEMILITE HAMILL

11/50 CARRINGTON ST SYDNEY

Signature

Signature

BOOK 4475

NO 47

Transfer

Endorsement

Certificate

IF SIMPLE.

Name, residence,
occupation, or other
designation, in full,
of transferrer.

A 396238

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

All subsisting encum-
brances must be noted
hereon. (See page 2.)

If the consideration be
not pecuniary, state its
nature concisely.

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

If a minor, state of
what age, and forward
certificate or declara-
tion as to date of birth.
If a married woman,
state name, residence,
and occupation of
husband.

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

Area in acres, roads,
or perches.

Parish or town and
county.

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

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

Strike out if not
appropriate.

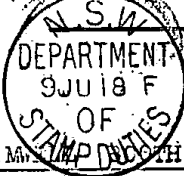
These references will
suffice, if the whole
land in the grant or
certificate be
transferred.
But if ~~any~~ ^{part} ~~only~~
(unless ~~any~~ ^{part} has been
deposited, in which
case a reference to
the No. of allotment
and No. of plan will
be sufficient), a
description or plan
will be required and
may be either
embodied in this
transfer or annexed
thereto, with an
explanatory prefix:—
"as delineated in the
plan hereon [or
"annexed hereto"] or
"described as follows,
viz.":—

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

Any provision in
addition to, or modifica-
tion of, the covenants
implied by the Act,
may also be inserted.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



A396238Y



I, WILLIAM BRAMBLE of London England

General of the Salvation Army

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

(£ 100:-:-)

paid to me by^e GEORGE HERBERT LEE of Annandale Importer

the receipt whereof I hereby acknowledge,

do hereby transfer to the said^f George Herbert Lee

^g those pieces
ALL my Estate and Interest, as such registered proprietor, in ALL ~~that piece~~ of land containing^h

situate inⁱ the Parish of Manly Cove County of Cumberland

being^j part of the land comprised in^k Certificate of Title

dated 1st September 1915 registered volume No. 2602 folio 195 ✓

and also in the pieces of land as follows^l and being Lots fifteen (15)

and sixteen (16) on Deposited Plan No. 9125

[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 eraser.
The words rejected should be scored through with the pen, and those substituted written over them, the alteration
being verified by signature or initials in the margin, or noticed in the attestation.

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

THE said George Herbert Lee for himself his heirs executors
administrators transferees and assigns and so as to bind not
only himself but the registered proprietors for the time being
of the land hereby transferred doth hereby covenant with the
said William Bramwell Booth his heirs executors and adminis-
trators ~~that he will not erect or cause to be erected or permit~~
~~to be erected on the land hereby transferred any house which~~
shall be of a value of less than ONE HUNDRED POUNDS (£100:-:-)
AND FURTHER that he will not sell or permit to be sold or con-
vive at or be a party to the sale of any wines beers ales spiri
or any other intoxicating liquor of any kind whatsoever on the
land ~~said~~ or any part of the land comprised in the said Deposit
ed Plan Number 9125 AND FURTHER that he will not carry on or
permit to be carried on upon the ~~land said~~ 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.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
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 Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
over and explained
to him, and that he
appeared fully to un-
derstand the same."

n Repeat attestation for
additional parties if
required.

St 3121

In witness whereof, I have hereunto subscribed my name, at Sydney
the 11 day of June in the year
of our Lord one thousand nine hundred and eighteen.

Signed in my presence by the said
WILLIAM BRAMWELL BOOTH by his
Attorney JAMES HAY

WHO IS PERSONALLY KNOWN TO ME

Signed

W Bramwell Booth
By his Attorney
James Hay Transferrer.*

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

George Herbert Lee

WHO IS PERSONALLY KNOWN TO ME

[Signature]

[Signature]

[Signature]

STATUTORY DECLARATION.

I, 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 8540.

2. At the time of executing the within Memorandum of Transfer bearing even date herewith of a piece of land being Lots 15 and 16 on Deposited Plan 9125 I had not received any notice 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 said 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 Sydney
this *11th* day of June One thousand
and nine hundred and eighteen

Before me

Alfred H. Parker

A Justice of the Peace.

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 or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferrer.

Name of Transferrer.

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

transfer of

Lodged by

(Name)

(Address)

George & Wynne
SYDNEY

21 3/4 per lot 15 & 16
Sec. 2 S.T. 9125
The Manly Cove Co. Cum
Shire Warringah
(Subj. to Covenant)

W. B. Booth Transferor.

George Herbert Lee
Transferee.

Particulars entered in the Register Book, Vol. 2612

Folio 195

the

7th day of August, 1918,

at

minutes

2

o'clock

in the

after noon.

Relidius
hs ml

Registrar General.



	DATE.	INITIALS.
SENT TO SURVEY BRANCH	27/7/18	JS
RECEIVED FROM RECORDS	28/7/18	JS
DRAFT WRITTEN	30.7.18	JS
DRAFT EXAMINED	31.7.18	JS
DIAGRAM CORRECTED	31.7.18	JS
DIAGRAM CORRECTED	31.7.18	JS
DRAFT TO LAND	31.7.18	JS
RETURNED	31.7.18	JS
RETURNED	31.7.18	JS
CERTIFICATE	31.7.18	JS
SUPT. OF	31.7.18	JS
DEP. REGISTRAR GENERAL	31.7.18	JS
2865	186	
2865	187	

9 - AUG 1918 LVR

Separate of regd. for each lot while request on lot 15

A

396238

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate; whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Form: 01TG
Licence: 01-05-042
Licensee: LEAP Legal Software Pty Limited
Firm name: Dive & Kerr

TRANSFER GRANTING EASEMENT



AE281431W

New South Wales
Real Property Act 1900

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

(A) TORRENS TITLE

Servient Tenement (land burdened)
Folio Identifier CP/SP6797

Dominant Tenement (land benefited)
Folio Identifier 15/2/9125

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

LLPN: 123824 M

**BOX 302G
LegalStream**

Tel: 9231 0122 Fax: 9233 6411

CODE

TG

Reference: *MCCARTHY BELLCONNEN P/L: BM*

(C) TRANSFEROR

THE OWNERS CORPORATION STRATA PLAN 6797

(D) The transferor acknowledges receipt of the consideration of \$1.00
and transfers and grants

**(E) DESCRIPTION OF
EASEMENT**

EASEMENT TO DRAIN WATER AS SHOWN IN PLAN "A" ANNEXED HERETO

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

(F) Encumbrances (if applicable):

(G) TRANSFEE

BELLCONNEN PTY LIMITED (ACN 109 151 117)

DATE

16 10 08

(H) Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appears(s) below.

Corporation: ~~THE OWNERS CORPORATION STRATA PLAN 6797~~

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held: Director

SEE ANNEXURE A

Signature of authorised person:

CHARLES VICTOR MCINTOSH
Name of authorised person:

Office held: *SOLA* Director/Secretary

Annexure "A"

Executed under common seal by
the Owners Corporation of SP 6797
pursuant to section 238 of the Strata
Schemes Management Act 1996
is affixed to this document:

Signature

Name (please print)

Capacity



[Signature]
Signature

EVA MALONEY
Name (please print)

DULY AUTHORISED
Capacity

OFFICER.

Executed by Bellconnen Pty Ltd
in accordance with
Section 127 of the Corporations Act 2001:

[Signature]
Sole Director

CHARLES VICTOR MCINTOSH
Name (please print)

TRANSFER GRANTING EASEMENT

ANNEXURE A

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED

(Sheet 1 of 2 sheets)

PART 1

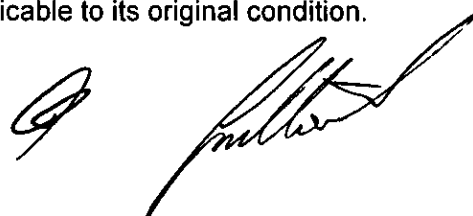
Torrens Title	<u>servient tenement</u> (land burdened)	<u>dominant tenement</u> (land benefited)
	CP/SP6797	15/2/9125 known as 21 Kingsway, Dee Why
Transferor	The Owners-Strata Plan No 6797	
Easement	Easement to Drain Water	
Transferee	BELLCONNEN Pty Limited (A.C.N. 009 151 117)	

PART 2

1.0 Terms of Easement to drain water as referred to in Part 1

- 1.1 Full and free right in accordance with all provisions herein for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times by means of pipes to drain water and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution thereof and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

3 of 5



- 1.2 If the Transferee exercises its right to enter upon the servient tenement as referred to in Part 2, provision 1 of this instrument herein, access to servient tenement will be restricted to the normal business hours of 8 am to 6 pm, Monday to Friday (weekends and statutory holidays excluded) and prior to accessing the servient tenement, the Transferee must provide the Transferor with 7 days notice of its intention to access the servient tenement and its reason for access.
- 1.3 Where the Transferee requires access to the servient tenement in an emergency the Transferee may access the servient tenement at any time without notice to the Transferor.
- 1.4 The Transferee must at all times keep all lines of pipes on the easement site properly maintained and in a state of good repair and must immediately make good any damage to the servient tenement as a result of any spillages, seepages or overflow on the servient tenement due to burst, damaged or blocked pipes.
- 1.5 The Transferee and its contractors or employees must not create any disturbance to the owners, occupiers and invitees of the servient tenement and must not obstruct any carriageway, car park or entrance way of the servient tenement with the Transferee's vehicles, tools, implements or machinery.
- 1.6 The Transferee indemnifies the Transferor against any damage or loss suffered by the Transferor and must make good any damage to the servient tenement or loss suffered by the Transferor or its owners, occupiers, and invitees as a result of the Transferee's access to the servient tenement.
- 1.7 The Transferee agrees to use the premises at the risk of the Transferee and hereby releases to the full extent permitted by the law the Transferor in the absence of any negligence on their part from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to the property or injury to any person in or near the premises or the building or any unlawful use of the premises and the Transferee expressly agrees that in the absence of any such negligence as aforesaid the Transferor shall have no responsibility or liability for any loss of or damage to the Transferee's property, contractors, employees, licensees or lessees.

2.0 Easement binding on successors in title

The easement firstly referred to above (including all terms and positive covenants contained therein) are binding on and endure for the successors in title and assigns of the owners of the servient and dominant tenement.



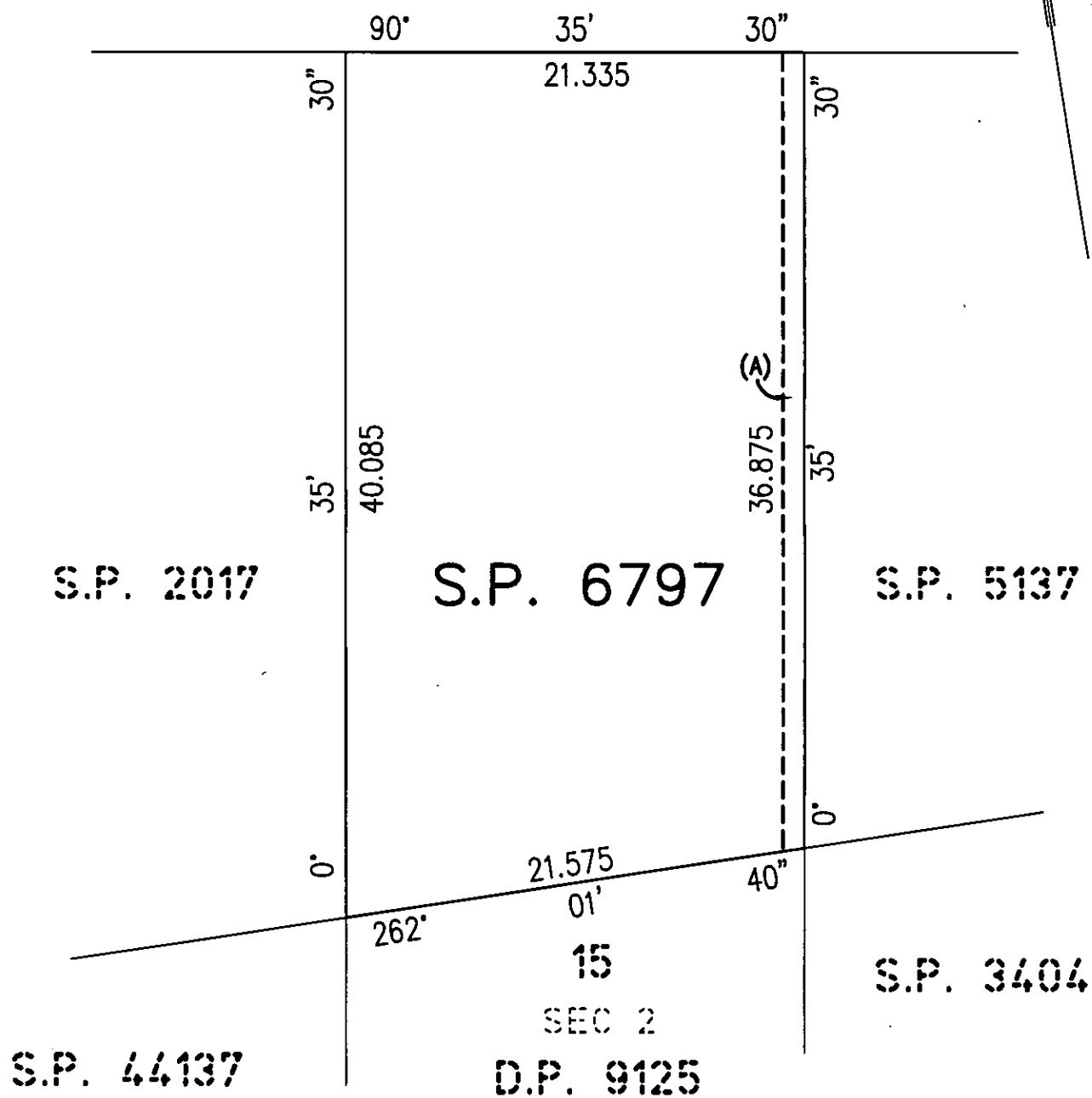
PLAN
OF PROPOSED EASEMENT TO DRAIN WATER 1 WIDE WITHIN
COMMON PROPERTY IN S.P. 6797

L.G.A.: WARRINGAH

SCALE 1:300

REGENT

STREET



Date: 0 July 2008

Reference: 16449-PR-EASE

(A) PROPOSED EASEMENT TO DRAIN WATER 1 WIDE

6086

Form: 13RPA
Release: 2.1
www.lands.nsw.gov.au

**RESTRICTION ON TI
USE OF LAND BY
PRESCRIBED AUTHORITY**
New South Wales



AE565471C

Section 88E(3) Conveyancing Act 1

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**

Folio Identifiers 15/2/9125
NOW BEING 1/1136447

(B) **LODGED BY**

Document Collection Box 302C	Name, Address or DX, Telephone, and LLPN if any LLPN: 123824 M Reference: MCCARTHY: BELLCONNEN: BM	BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411	CODE R
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(C) **REGISTERED PROPRIETOR**

Of the above land
BELLCONNEN PTY LIMITED ACN 109 151 117

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage	AD996062	CAPITAL FINANCE AUSTRALIA LIMITED

(E) **PRESCRIBED AUTHORITY**

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

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

DATE 10.3.09

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Alex Kwok

Name of witness:

Alex Kwok

Address of witness:

**C/- Warringah Council
Dee Why**

Signature of authorised officer:

David Halliday

Name of authorised officer:

DAVID HALLIDAY

Position of authorised officer:

**SENIOR DEVELOPMENT
ENGINEER**

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

Corporation: **BELLCONNEN PTY LIMITED ACN 109 151 117**

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: **Charles Victor McIntosh**

Name of authorised person:

Office held: **Sole Director/Secretary**

Office held:

(H) The mortgagee under mortgage No.

agrees to be bound by this restriction.

I certify that the above mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness:

FOR EXECUTION BY MORTGAGEE

Address of witness:

AS FOR ANNEXURE 'B'

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

0612

Page 1 of 4

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

1089 X

Annexure "A"

Registered Proprietor: BELLCONNEN PTY LIMITED ACN 109 151 117

Bellconnen Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 15/2/9125 Restriction on the Use of Land on the terms set out in this instrument.

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

TERMS OF RESTRICTION ON USE OF LAND

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

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

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. 2008/709 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

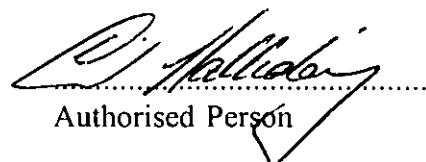
The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

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

DATE: 10 3 09

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

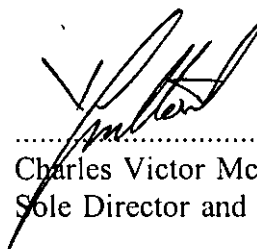

Authorised Person

Witness: Alex Kwok
Name: Alex Kwok
Occupation: Development Engineer
w:\mccarthy\restriction


2/4

2.

Signed on behalf of BELLCONNEN PTY)
LIMITED ACN 109 151 117 the Registered)
Proprietor by CHARLES VICTOR McINTOSH)
sole director and secretary:)


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

WARRINGAH COUNCIL

.....
Authorised Person

"B"

This is annexure to Restriction on the Use of Land by a Prescribed Authority dated 9th MARCH 2009 2009 with Bellconnen Pty Ltd ACN 109 151 117 as the Registered Proprietor and Warringah Council as the Prescribed Authority

Capital Finance Australia Limited ACN 069 663 136 as Mortgagee (the "Mortgagee") under mortgage No: AD996062 and hereby consents to the registration of the within, Restriction on the Use of Land by a Prescribed Authority and agrees to be bound by the restriction, but without prejudice to and reserving all rights, powers and remedies under it's mortgage.

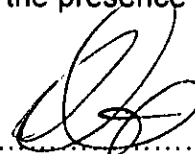
Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee's attorney(s) pursuant to the Power of Attorney specified. Executed for and on behalf of the mortgagee pursuant to Power of Attorney Book 4475 No 47 of which they have had no notice of revocation in the presence of:



Signature of Attorney

Brett Lennane

Name of Attorney



Signature of Attorney

Mark Corbett

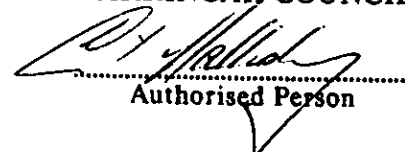
Name of Attorney

I certify that the attorney(s) for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied signed this Restriction on the Use of Land by a Prescribed Authority in my presence.

M. Calderwood
Signature of Witness

LEVER 11, 50 CARRINGTON ST
Martin Calderwood
Name of Witness SYDNEY

WARRINGAH COUNCIL


Authorised Person



Form: 13PC
Release: 1
www.lpi.nsw.gov.au

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

AE565472A

PRIVACY NOTE: this information is legally required and will

(A) **TORRENS TITLE**

Folio Identifier 15/2/9125
NOW BEING 1/113647

(B) **LODGED BY**

Delivery Box 302C	Name, Address or DX and Telephone LLPN:123824 M Reference: MCCARTHY, BELLCONNEN PTY LTD	BOX 302G LegalStream Tel: 9231 0122 Fax: 9233 6411	CODE PC
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(C) **REGISTERED PROPRIETOR**

BELLCONNEN PTY LIMITED ACN 109 151 117

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	AD99602	CADICAL FINNACE AUSTRALIA LIMITED

(E) **PRESCRIBED AUTHORITY**

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

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

DATE

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: **Alex Kwok**
Name of witness: **Alex Kwok**
Address of witness: **C/- Warringah Council**
Dee Why

Signature of an authorised officer: **David Halliday**
Name of authorised officer: **DAVID HALLIDAY**
Position of authorised officer: **SENIOR DEVELOPMENT ENGINEER**

(G) **Execution by the registered proprietor**

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

Corporation: **Bellconnen Pty Limited ACN 109 151 117**
Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person:
Name of authorised person: **Charles Victor McIntosh**
Office held: **SOLR** Director/Secretary

Signature of authorised person:
Name of authorised person:
Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. **AD99602** agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of mortgagee: **REFER ANNEXURE 'B' FOR EXCLUSION**

Annexure "A"

Registered Proprietor: BELLCONNEN PTY LIMITED ACN 109 151 117

Bellconnen Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 15/2/9125 a Positive Covenant on the terms set out in this instrument.

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

TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL

.....
Authorised Person

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 requirement pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

VII. Warringah Council is the only party authorised to release, vary or modify this instrument.

For the purposes of this covenant:-

Structure and Works shall mean the stormwater pump-out facilities constructed on the land as detailed on the plans approved by Council No. 2008/1102 including all pumps, motors, gutters, pipes, drains, walls, kerb, pits, grates, tanks, chambers, basins and surfaces designed to pump stormwater from the basement of the land.


The Act means the Conveyancing Act, 1919.

STANDARD EXECUTION

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


DATE:

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


.....
Authorised Person

Witness: *Alex K*
Name: *Alex K*
Occupation: *Development Engineer*

Signed on behalf of BELLCONNEN PTY)
LIMITED ACN 109 151 117 the Registered)
Proprietor by CHARLES VICTOR McINTOSH)
sole director and secretary:)


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

"B"

This is annexure to Positive Covenant dated2009 with
Bellconnen Pty Limited ACN 109 151 117 as the Registered Proprietor and Warringah
Council ACN 565 068 406 as the Prescribed Authority

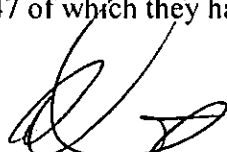
Capital Finance Australia Limited ACN 069 663 136 (Capital) as Mortgagee under
Mortgage No: AD996062 hereby consents to the registration of the within, Positive
Covenant and agrees to be bound by this restriction but without prejudice to and
reserving all rights, powers and remedies under its mortgages.

Certified correct for the purposes of the Real Property Act 1900 by Capital's attorney(s)
pursuant to the Power of Attorney specified. Executed for and on behalf of
Capital pursuant to Power of Attorney Book 4475 No 47 of which they have had no
notice of revocation in the presence of:



.....
Signature of Attorney

Brett Lennane
Name of Attorney



.....
Signature of Attorney

Mark Corbett
Name of Attorney

I certify that the attorney(s) for Capital with whom I am personally acquainted or as to
whose identity I am otherwise satisfied signed this Positive Covenant in my
presence.



.....
Signature of Witness

Georgette Hamill
Name of Witness

Level 11, 50 Carrington Street Sydney NSW 2000
Address of Witness



Form: 13PC
 Release: 1
 www.lpi.nsw.gov.au

POSITIVE COVE
 New South Wales
 Section 88E(3) Conveyancing

AE565473X

PRIVACY NOTE: this information is legally required and will

(A) **TORRENS TITLE**

Folio Identifier 15/2/9125
 NOW BEING: 1/1136447

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	BOX 302G LegalStream Tel: 9231 0122, Fax: 9233 8411	CODE
302G	LLPN: 123824 M Reference: MCCARTHY: BELLCONNEN PTY		PC

(C) **REGISTERED PROPRIETOR**

BELLCONNEN PTY LIMITED ACN 109 151 117

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Interest	Number	Name of lessee, mortgagee or chargee
Mortgage	AD 97602	CARTEL FINANCE ASSURANCE LIMITED

(E) **PRESCRIBED AUTHORITY**

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

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

DATE 10. 3. 09

(G) **Execution by the prescribed authority**

I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: Alex Kwok
 Name of witness: Alex Kwok
 Address of witness: c/- Warringah Council
 Dee Why

Signature of an authorised officer: David Halliday
 Name of authorised officer: David Halliday
 Position of authorised officer: SENIOR DEVELOPMENT ENGINEER

(G) **Execution by the registered proprietor**

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

Corporation: Bellconnen Pty Limited ACN 109 151 117
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Charles Victor McIntosh
 Name of authorised person: Charles Victor McIntosh
 Office held: Director/Secretary

Signature of authorised person:
 Name of authorised person:
 Office held:

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness:
 Address of witness:

Signature of mortgagee:
 FOR EXECUTION BY MORTGAGEE
 REFER ANNEXURE B

Annexure "A"

Registered Proprietor: BELLCONNEN PTY LIMITED ACN 109 151 117

Bellconnen Pty Limited requests the Director of Land and Property Information to enter on Folio Identifier 15/2/9125 a Positive Covenant on the terms set out in this instrument.

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

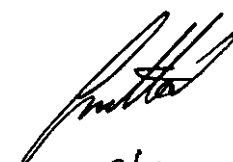
TERMS OF POSITIVE COVENANT

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

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

WARRINGAH COUNCIL


.....
Authorised Person


2/4

B
"A"

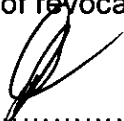


This is annexure to Positive Covenant dated2009
with Bellconnen Pty Limited ACN 109 151 117 as the Registered Proprietor and
Warringah Council as the Prescribed Authority

Capital Finance Australia Limited ACN 069 663 136 (Capital) as Mortgagee
under Mortgage No: AD996062 hereby consents to the registration of the within,
Positive Covenant and agrees to be bound by this restriction but without
prejudice to and reserving all rights, powers and remedies under it's mortgages.

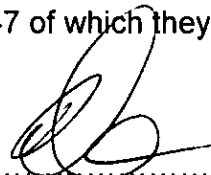
Certified correct for the purposes of the Real Property Act 1900 by Capital's
attorney(s) pursuant to the Power of Attorney specified. Executed for and on
behalf of

Capital pursuant to Power of Attorney Book 4475 No 47 of which they have had
no notice of revocation in the presence of:



.....
Signature of Attorney

Brett Lennane
Name of Attorney



.....
Signature of Attorney


Mark Corbett
Name of Attorney

I certify that the attorney(s) for Capital with whom I am personally acquainted or
as to whose identity I am otherwise satisfied signed this Positive Covenant in my
presence.

M Calderwood
.....
Signature of Witness

LEURE 11, 50 CARRINGTON ST
Martin Calderwood SYDNEY
Name of Witness

WARRINGAH COUNCIL


.....
Authorised Person

Form: 15CB
Release: 3-2

CHANGE OF BY-LAWS

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



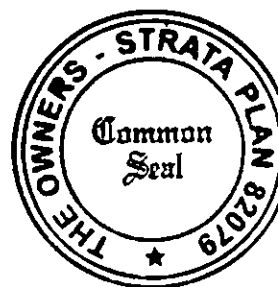
AJ738095S

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/SP82079		
(B) LODGED BY	Document Collection Box 392 C	Name, Address or DX, Telephone, and Customer Account Number if any SYDNEY LEGAL AGENTS LLP : 128005 Y	CODE CB
	Reference: <u>Lawyers - 208582.</u>		

- (C) The Owners-Strata Plan No. 82079 certify that pursuant to a resolution passed on 15 August 2015 and
- (D) in accordance with the provisions of section 52 of the Strata Schemes Management Act the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law No. 20
Amended by-law No. NOT APPLICABLE
as fully set out below:

Please see Annexure 'A'



- (F) The common seal of the Owners-Strata Plan No. 82079 was affixed on 18TH August 2015 in the presence of—

Signature(s):

Name(s):

Nicole Hopkins

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

"A"

STRATA SCHEME NO. 82079

ANNEXURE TO NOTIFICATION OF CHANGE OF BY-LAWS

20. Exclusive Use of Courtyard Area/Garden

20.1 That the owner or occupier for the time being of Lots 2 and 3 in Strata Plan 82079 shall be entitled to the exclusive use and enjoyment of the courtyard/garden area shown on the Plan annexed hereto and marked "A" (the Exclusive Use Area) and as designated for each respective lot in the Schedule to this by-law, for any lawful purpose including without limitation a special privilege to use that area on the following conditions:-

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

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

- (c) The owner and the occupier shall indemnify and keep indemnified the Owners Corporation against:-
 - (i) any sums payable by the Owners Corporation by way of increased premiums as a direct or indirect result of the right to exclusive use of the relevant area of common property;
 - (ii) all actions, proceedings, claims and demands, cost, damages and expenses which may be incurred by or brought or made against the Owners Corporation and arising directly or indirectly out of the works or the altered state of the common property or lots arising therefrom;

Page 2 of 5



- (iii) all costs, including legal costs, for the making of this by-law; and any liability on the part of the Owners Corporation for any damage to works or improvements caused by or arising out of the carrying out by the Owners Corporation, by its agents, servants or contractors, of any work referred to in Section 54 in the Strata Schemes Management Act, 1996, or the exercise of the power of entry conferred by that section;
- (d) any damage to the common property in the Strata Scheme caused directly or indirectly by the works or by the altered conditions on the common property or lots arising from the works shall be made good by and at the cost of the owners or occupier;
- (e) the work shall be done in a proper and workmanlike manner and by qualified tradesmen;
- (f) where the owner or the occupier fails or neglects to carry out any work or discharge any duty referred to herein, the Owners Corporation by its agents, servants or contractors may carry out such work or perform such duty and may enter upon any part of the parcel for this purpose at any reasonable time or on notice given to any occupier of that part of the parcel, and may recover the cost of doing such work or duty as a debt from the owner or occupier;
- (g) any reference in Clause 1 to the owner and/or the occupier of the lot which has the benefit of the use of a courtyard/garden area, shall apply as to any act, liability or requirement imposed on them in on a joint and several basis;
- (h) the benefit of the use of a courtyard/garden area that forms part of the common property is subject to any easements or rights of way that have been created or are to be created as part of the original construction of the buildings and the registration of the Strata Plan, including for water drainage and electricity.

SCHEDULE

<u>LOT</u>	<u>EXCLUSIVE USE AREA</u>
2	EU 2
3	EU 3

Page 3 of 5



W:\MCCARTHY\KINGSWAY\ANNEXA

This is page 4 of 5 pages comprising the Annexure to the Change of By-Laws for the Owners
Strata Plan No. 82079.

THE COMMON SEAL of the OWNERS)
STRATA PLAN 82079 was affixed on the)
18 day of AUGUST 2015)
in the presence of:



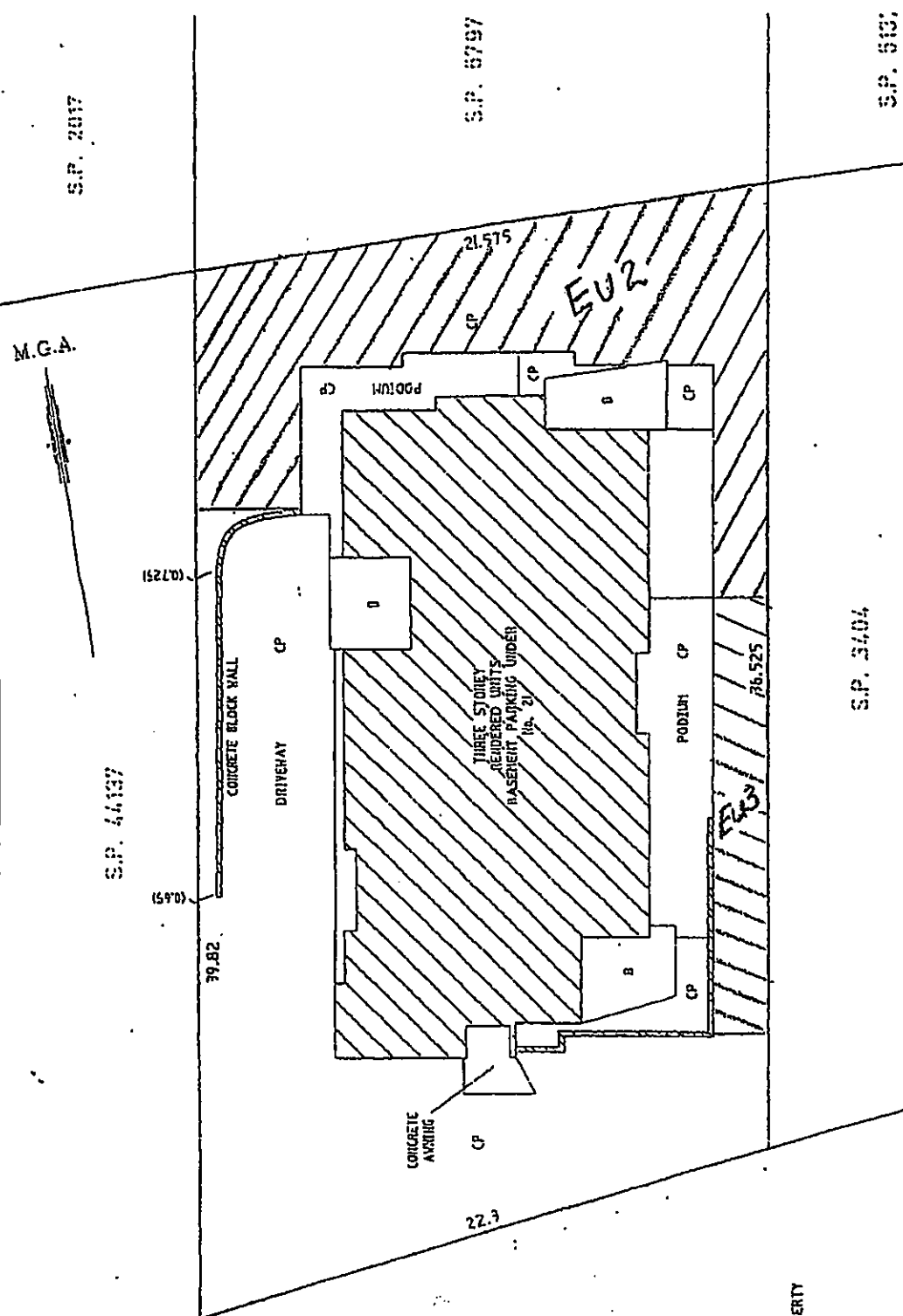
Name: Nicole Hopkins

Signatures:

Being the person(s) authorised by Section 238 of the Strata Schemes Management Act, 1996
to attest to the affixing of the seal.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN



KINGSWAY

NOTES:
 D - DENOTES BALCONY
 T - DENOTES TERRACE
 CP - DENOTES COMMON PROPERTY

Surveyor: VABER L. BEE	Registered
Surveyor's Ref: 1649	
Subdivision No:	
Lengths are in metres	Revision No: 0

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

Form: 15CB
Release: 3-2

CHANGE OF BY-LAW

New South Wales

Strata Schemes Management Act 1996

Real Property Act 1900



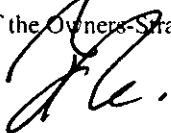
AK972074S

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/SP82079		
(B) LODGED BY	Document Collection B124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 02 9230 6900 LLPN : 123820V	CODE CB
	Reference: SP82079 JBB #3198 BANN 5365673		

- (C) The Owners-Strata Plan No. 82079 certify that pursuant to a resolution passed on 23 May 2016 and
- (D) in accordance with the provisions of Section 65A 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 21
Amended by-law No. NOT APPLICABLE
as fully set out below:

Refer Annexure "A"

- (F) The common seal of the Owners-Strata Plan No. 82079 was affixed on _____ in the presence of—
- Signature(s): 
- Name(s): Refer Annexure "A"

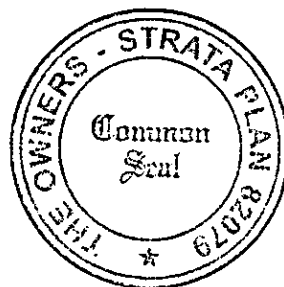
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

**THIS IS ANNEXURE "A" REFERRED TO IN CHANGE OF BY-LAWS
 TORRENS TITLE: CP/SP82079**

EXECUTION CLAUSE FOR EXECUTION BY MANAGING AGENT:

**THE COMMON SEAL OF THE OWNERS –
 STRATA PLAN NO. 82079** was hereunto
 affixed in the presence of the following being
 the person authorised by section 238 of the
Strata Schemes Management Act 1996 to
 attest the affixing of the seal.

[Handwritten Signature]



Signature

TALOFA POWLI

Full name

23/11/16

Date

As duly authorised officer of the Strata
 Managing Agent, Integrated Property
 Management Pty Ltd T/A Lamb and Walters
 (ACN 003 288 211).

**EXECUTION CLAUSE FOR EXECUTION BY LOT OWNERS OR EXECUTION
 COMMITTEE MEMBERS:**

**THE COMMON SEAL OF THE OWNERS –
 STRATA PLAN NO. 82079** was hereunto
 affixed in the presence of the following being
 the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to
 attest the affixing of the seal.

Signature

Signature

Full name

Full name

Role

Role

Date

SPECIAL BY-LAW NO. 21

WINDOW SAFETY DEVICES

1. For the purposes of this by-law:

- 1.1. **"Act"** means the *Strata Schemes Management Act 1996* as amended from time to time;
- 1.2. **"Building"** means the building and improvements on the land located at 21 Kingsway, Dee Why.
- 1.3. **"Common Property"** means the Common Property in the Strata Plan;
- 1.4. **"Costs"** means all professional and trade costs/fees/disbursements;
- 1.5. **"Direction"** means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
- 1.6. **"Indemnify"** means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
 - 1.6.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.6.2. any sum payable by way of increased premiums; and
 - 1.6.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.7. **"Lot"** means a lot in the Strata Plan used for residential purposes;
- 1.8. **"Occupier"** means the legal occupier(s) of a Lot;
- 1.9. **"Owner"** means the owner(s) of the Lot from time to time;
- 1.10. **"Owners Corporation"** means the owners corporation known as The Owners - Strata Plan 82079 and where the context permits, includes its agents, contractors or employees;
- 1.11. **"Penalty"** means the penalty or fine under section 64A of the Act;
- 1.12. **"Remedial Works"** means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
- 1.13. **"Residential Tenancy Agreement"** means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;

1.14. **"Strata Plan"** means registered strata plan number 82079;

1.15. **"Window"** means the following:

- 1.15.1. a Common Property window in a Lot that can be opened; and
- 1.15.2. the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- 1.15.3. that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is **attached to this by-law and marked with the letter 'A'**]

1.16. **"Window Safety Device"** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):

- 1.16.1. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
- 1.16.2. the device is robust and childproof; and
- 1.16.3. excludes ordinary flyscreens.

1.17. **"Works"** means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked with the letter 'B'**.

- 2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Works

- 4. The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.
- 5. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works are required to be carried out at a Lot.
- 6. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.
- 7. Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot.



8. Prior to providing the written acknowledgement form as referred to in clause 7 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Remedial Works

9. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
10. The Remedial Works must be carried out and completed:
 - 10.1. in a proper workmanlike manner and by licensed and/or accredited contractors;
 - 10.2. with due skill and care using proper materials;
 - 10.3. in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
 - 10.4. in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - 10.5. in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
 - 10.6. in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
 - 10.7. in compliance with all local council consents and requirements (if any);
 - 10.8. ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
 - 10.9. promptly and completely removing all rubbish from the Building resulting from the Remedial Works;
 - 10.10. keeping all areas of the Building as clean and tidy as possible;
 - 10.11. promptly repairing any damage to any part of the Building caused by the Remedial Works;
 - 10.12. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
 - 10.13. in a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.

11. The Owner is responsible for the Cost of Remedial Works.

Damage and Direction

12. In the event lot(s) or Common Property is/are damaged because of the Remedial Works, the Owner will pay the Costs of rectifying the damage.



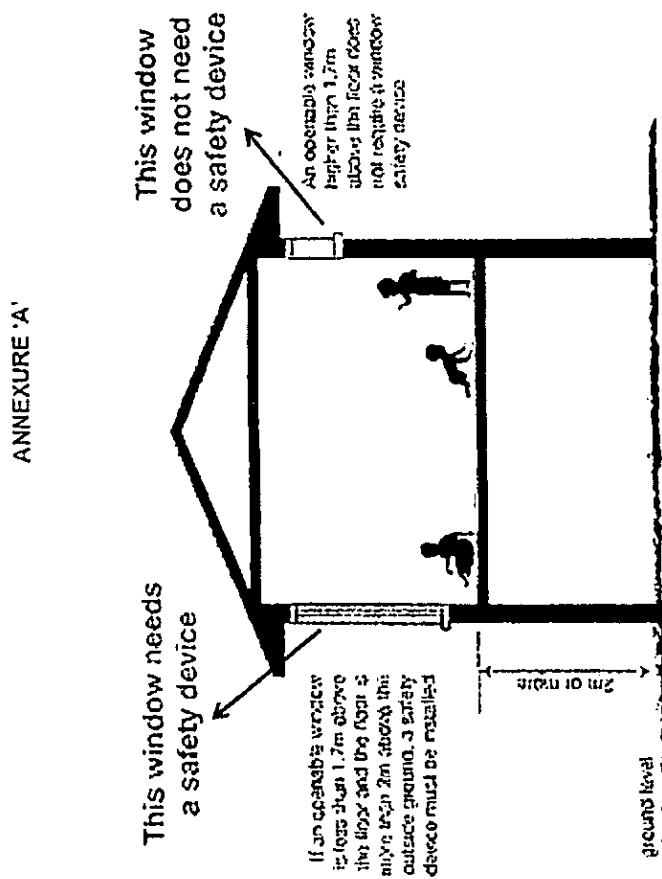
13. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Remedial Works in the event they do not comply with the requirements of this by-law.
14. If the Owner fails to comply with Clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:
 - 14.1. enter upon any part of the Lot to carry out the work;
 - 14.2. carry out all work necessary to perform that obligation; and
 - 14.3. recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

Costs

15. Subject to clause 4, the Owner is responsible for, and will bear all Costs.
16. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 6), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
17. If the Owners Corporation receives a Penalty, the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.
18. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's lot account, as if it were a contribution under Act, with all associated rights of recovery under the Act.

General obligations

19. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
20. Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Remedial Works.
21. The Owner will Indemnify and will keep indemnified the Owners Corporation.





FACT SHEET

September 2016

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 68 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshelth.nsw.health.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

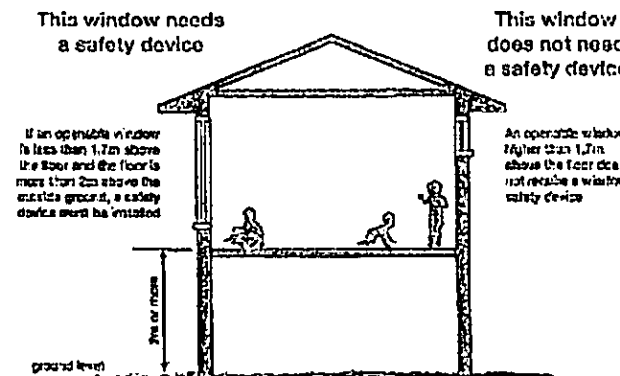
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, telling the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au





FACT SHEET

September 2016

Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a tenant, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the Strata Schemes Management Act 1996 (to 138) or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1800 722 464
Language assistance 13 14 60

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

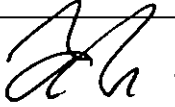

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www.fairtrading.nsw.gov.au





END OF BY-LAW TERMS

	
Signature: _____	Signature: _____
	
Full name: _____	Full name: _____
Being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996.	

Northern Beaches Council Planning Certificate – Part 2

Applicant: The Search People
GPO Box 1585
SYDNEY NSW 2001

Reference: 2000N-57611
Date: 06/07/2021
Certificate No. ePLC2021/5247

Address of Property: 1/21 Kingsway DEE WHY NSW 2099
Description of Property: Lot 1 SP 82079

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

Planning Proposal - Manly Warringah War Memorial State Park (Wakehurst Parkway, Allambie Heights)

Applies to: Crown Land: Lots 76 and 77 DP 504237; Lot 2 DP 710023.

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation) for Lots 76 and 77 DP 504237, Lot 2 DP 710023.
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 28 May 2019, 29 September 2020

Gateway Determination: 21 February 2021

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

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 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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



**Ray Brownlee PSM
Chief Executive Officer**

06/07/2021

Sewer Service Diagram

Application Number: 8000864744

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Warringah* No. *129319*

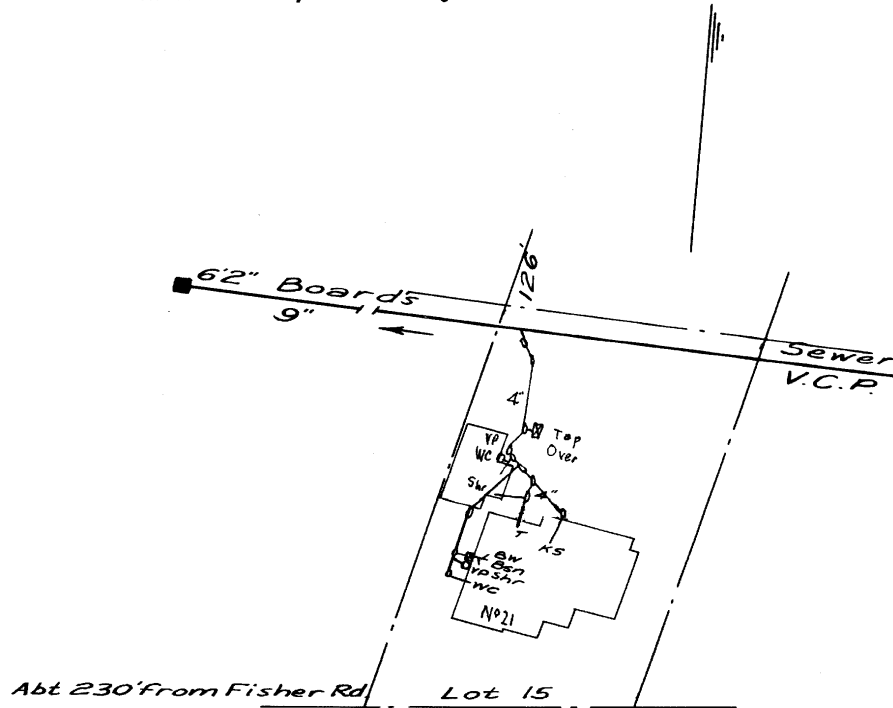
SYMBOLS AND ABBREVIATIONS

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Ben. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P. Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



KINGSWAY

RATE No. _____ W.C.s _____ U.C.s _____ 19____

SHEET No. *7168* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth	Inspector	/ /	Date / /	Inspector	/ /
Shr					
Ben.					
K.S.					
T.	Chief Inspector	/ /	Outfall HL LL		
Pig.					
Dga. Int.	Tracing Checked	/ /	Drainer		
Dga. Ext.			Plumber		
			Boundary Trap		
			/is not required		

67'512
761'429

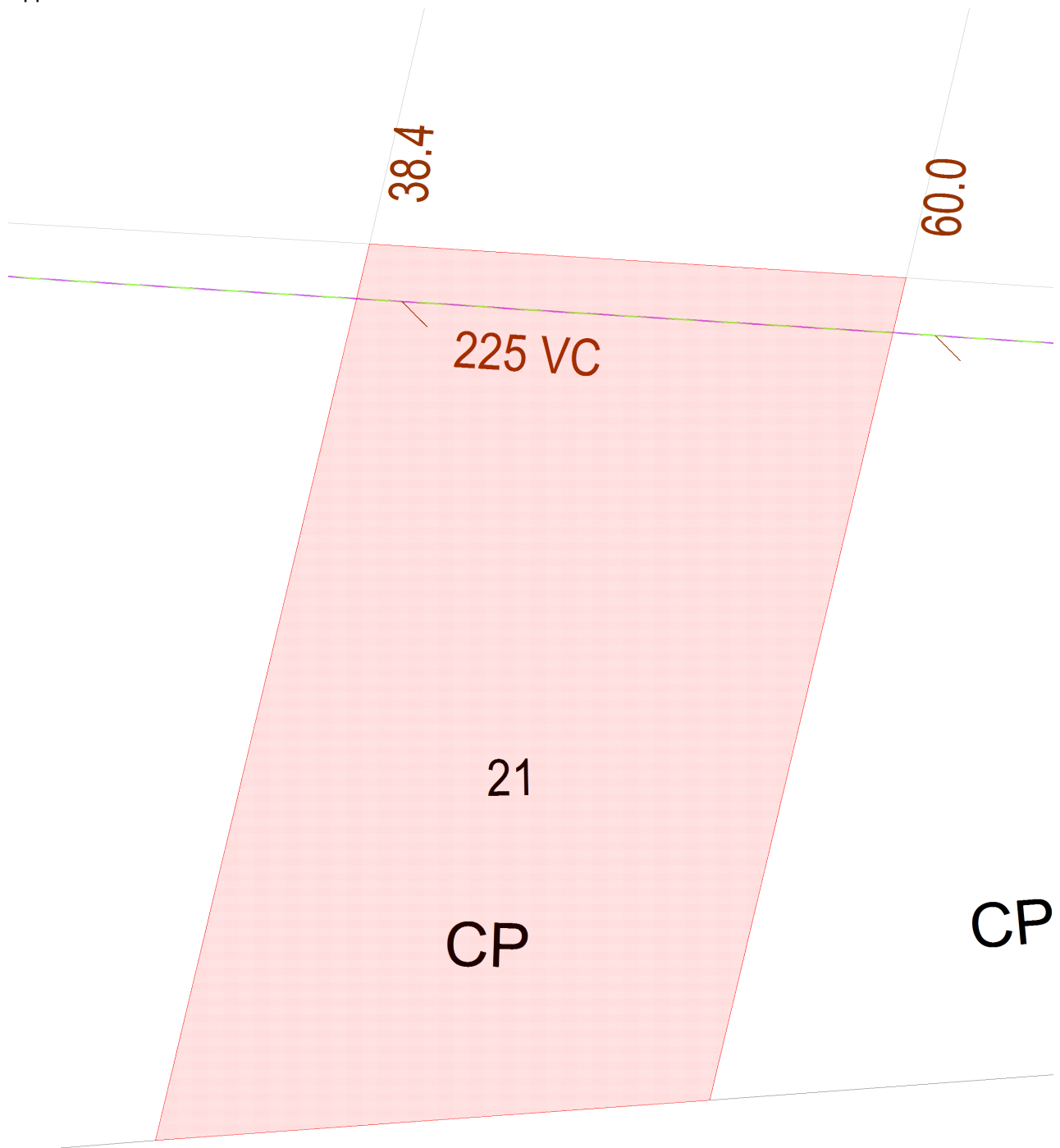
Se 2

Document generated at 05-07-2021 03:32:12 PM

Disclaimer

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

Service Location Print
Application Number: 8000864745



CSWAY

Document generated at 05-07-2021 03:32:19 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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



Revenue

Enquiry ID	3521374
Agent ID	81290352
Issue Date	05 Jul 2021
Correspondence ID	1729752483
Your reference	2021-188

GLOBALX INFORMATION PTY LTD
GPO Box 2746
BRISBANE QLD 4001

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
S82079/1	Unit 1, 21 KINGSWAY DEE WHY 2099	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

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.