

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 76810902	NSW DAN:
vendor's agent	Upstate Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099		Phone: 9971 9000 Fax: Ref: Chris Aldren
co-agent			
vendor	KEN STEVEN VAN'T SCHIP and JESSICA CHRISTINA MACDONALD 7 /157 Queenscliff Road Queenscliff NSW 2096		
vendor's solicitor	Carroll & O'Dea Lawyers Level 18, 111 Elizabeth Street Sydney NSW 2000		Phone: 02 9291 7153 Fax: 02 9221 1117 Ref: DCR:210145
date for completion	42 days after the contract date (clause 15)		Email: dretief@codea.com.au
land	7/157 QUEENSCLIFF ROAD QUEENSCLIFF NSW 2096 (Address, plan details and title reference) LOT 7 IN STRATA PLAN 77431 7/SP77431		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line <input type="checkbox"/> curtains	<input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input checked="" type="checkbox"/> other: ducted air-conditioning and dryer	<input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
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

witness

GST AMOUNT (optional)
The price includes
GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

210145

76810902

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

☒ NO ☐ yes

Nominated Electronic Lodgment 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 for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Lamb & Walters

Shop 1, 13 Whistler Street Manly, NSW 2095

Phone: (02) 8935 8533

Email: hello@lambandwalters.com.au

COOLING-OFF CERTIFICATE

CERTIFICATE OF INDEPENDENT SOLICITOR/LICENSED CONVEYANCER IN ACCORDANCE WITH S66W OF THE *CONVEYANCING ACT 1919*

I,

of

in New South Wales, solicitor/licensed conveyancer, certify as follows:

1. I am a solicitor/licensed conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act, 1919* with reference to a contract for the sale of:

Property:

From: Ken Steven Van't Schip and Jessica Christina MacDonald (vendors)

To (purchaser)

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

3. I do not act for the vendor and am not employed in the legal practice of a solicitor/licensed conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/licensed conveyancer acting for the vendor 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;
 - (c) the effect of giving this certificate to the vendor, that is, there is no cooling off period in relation to the contract.

Dated: day of 2021

Signed:

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
---	--

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*.

**ADDITIONAL CLAUSES FORMING PART OF
CONTRACT FOR THE SALE OF LAND – 2019 EDITION**

VENDOR **Ken Steven Van't Schip and Jessica Christina MacDonald**

PROPERTY: **Unit 7/157 Queenscliff Road, Queenscliff NSW 2096**

33. AMENDMENTS TO STANDARD CONTRACT

33.1 Definition of “*bank*”

The definition of “*bank*” in clause 1 is amended by deleting all words after “bank” on the 2nd line of the definition.

33.2 Clause 5.2.2

Clause 5.2.2 is deleted and the following inserted in its place:

5.2.2 if it arises out of anything *served* by the vendor on the purchaser –
within 7 days after the day of that service; and

33.3 Clause 7

- (a) Clause 7.1.1 is deleted.
- (b) Clause 7.1.3 is amended by deleting the number “14” and inserting the number “7” in its place.
- (c) Clause 7.2.1 is amended by deleting “10%” and inserting “5%” in its place.

33.4 Clause 10.1

Clause 10.1 is amended in line 1 by inserting the words “or delay completion” after the word “terminate”.

33.5 Clauses 10.1.8 and 10.1.9

The words “substance” and “disclosed” in clauses 10.1.8 and 10.1.9 are deleted and the words “existence” and “noted” respectively inserted in their place.

34. CONDITION OF PROPERTY

34.1 Condition of property

The purchaser acknowledges that the purchaser:

- (a) has been afforded the opportunity to inspect the *property*;
- (b) is satisfied with the nature, quality, condition and state of repair of the *property*;
- (c) does not rely on any warranty or representation given by the vendor or by any person for or on behalf of the vendor other than those warranties and representations specifically set out in this contract;

- (d) takes title to the *property* subject to all existing gas, electricity, telephone or water sewerage and draining installations or services (if any) as exist on or pass through the land including the nature, location, availability or non-availability of any such installations or services or the fact that there is not an easement in existence in regard to any such service;
- (e) accepts the *property* in their condition as at the date of this contract subject to defects, whether latent or patent, and all contamination, dilapidation and infestation; and
- (f) is satisfied about the uses to which the *property* has or can be put.

34.2 Restriction on claims and requisitions

In addition to the restrictions contained in clause 10, the purchaser cannot make a claim for compensation, *requisition*, *rescind*, *terminate* or delay completion because of anything connected with or arising out of:

- (a) any matter or thing referred to in sub-clause 1 of this clause; and
- (b) any loss, damage, contamination, dilapidation, infestation, mechanical breakdown or reasonable wear and tear affecting or likely to affect the *property* between the date of this contract and completion.

34.3 If *property* sold is a strata lot

If the *property* includes a strata lot, the word “*property*” in this clause is to be taken as meaning the *property*, the common property and all equipment installed on the common property.

35. SURVEY AND OTHER ISSUES

35.1 No survey

- (a) The vendor does not hold a survey report.
- (b) The purchaser is not entitled to require the vendor to apply for or do anything to obtain a survey report.
- (c) Completion of this contract is not conditional on the vendor or the purchaser obtaining a survey report.

35.2 No building certificate

- (a) The vendor does not hold a building certificate in respect of the improvements.
- (b) The purchaser is not entitled to require the vendor to apply for or do anything to obtain a building certificate nor to comply with the local council’s requirements for the issue of a building certificate.
- (c) Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate in respect of the improvements.

36. NOTICE TO COMPLETE

36.1 Notice to complete

Where a *party* can serve a notice to complete under clause 15, the notice to complete can:

- (a) require completion within 14 days of the time of *service* of the notice; and
- (b) make the obligation to complete within the period so stipulated an essential one for the purpose of this contract.

36.2 Withdrawal of notice to complete

Where a *party* serves a notice to complete under clause 15, that *party* can withdraw that notice at any time before its expiration without prejudice to that *party's* continuing right to serve a further notice.

36.3 No objection to 14 day period of notice

Where a *party* serves a notice to complete under clause 15 having a duration of 14 days from the time of service as permitted under subclause 1, the *party* on whom the notice is served cannot object to the validity of the notice on the ground that the allowed period of 14 days is unreasonable, improper or inappropriate.

37. INTEREST ON BALANCE OF PRICE

37.1 Interest on balance of price

If the balance of the price is not paid by the date for completion and this delay is not solely the result of a breach of this contract by the vendor, the purchaser must pay interest on the balance of the price and on any other money (including for damages) payable by the purchaser to the vendor, calculated at the rate of six percent (6%) per annum from and including the date for completion to and including:

- (a) the date of payment of the balance of the price to the vendor; or
- (b) in the case of the purchaser failing to complete this contract, the date of payment of such other money.

37.2 Payment of interest an essential term

It is an essential condition of this contract that interest arising under subclause 1 of this clause be paid by the purchaser to the vendor on or before completion. The purchaser cannot require the vendor to complete this contract without interest being so paid.

37.3 Interest not a penalty

The purchaser acknowledges that this clause is not a penalty and that the rate mentioned in subclause 1 of this clause represents a genuine pre-estimate of the damages likely to be sustained by the vendor by reason of the purchaser's failure to pay the balance of the price by the date for completion.

37.4 Vendor's other remedies

- (a) This clause does not limit the vendor's remedies including (if applicable) any right to terminate this contract, seek specific performance or damages (other than in respect of the vendor's loss arising from its inability to use the balance of the price from the completion date).
- (b) Without limiting paragraph (a) and notwithstanding clause 14.4 and any other provision of this contract with respect to the adjustment of land tax, if:
 - (i) completion occurs after the date for completion;
 - (ii) completion occurs after 31 December following the date for completion;
 - (iii) the vendor incurs a liability to pay land tax (including land tax surcharge) in respect of the *property* for any land tax year after the land tax year which was current as at the date for completion; and
 - (iv) the purchaser's failure to complete on the date for completion is not solely the result of a breach of this contract by the vendor,

the purchaser must pay to the vendor an amount equal to the whole of that additional land tax (including any surcharge) incurred by the vendor in respect of the *property* as a result of the delay, without apportionment for the period before and after completion.

38. WARRANTY RE AGENT AND CONTRACT IS NOT SUBJECT TO FINANCE

38.1 Purchaser's warranty re vendor's agent

- (a) The purchaser warrants that the purchaser was not introduced to the *property* by any real estate agent other than the agent referred to on the front page of the contract.
- (b) The purchaser indemnifies and agrees to keep the vendor indemnified against all costs, expenses, damages or liabilities which are incurred by the vendor as a result of a breach of the warranty in paragraph (a) of this subclause.
- (c) Rights under this subclause continue after completion.

38.2 Contract not subject to finance

- (a) The purchaser warrants to the vendor that:
 - (i) this contract is not subject to any approval of a finance application;
 - (ii) the purchaser has not made it known to the vendor, nor to any person, representative or agent acting on behalf of the vendor that the purchaser requires credit from the vendor to enable the purchaser to complete this contract;
 - (iii) the purchaser is satisfied as to the reasonableness of all of the terms of any credit contract which the purchaser may have entered into, or intends to enter into to enable the purchaser to complete this contract.

- (b) The purchaser acknowledges that the vendor has relied on the warranty given by the purchaser in this sub-clause in entering into this contract.

39. RIGHTS ON DEATH, LIQUIDATION ETC

39.1 If a party is an individual and dies etc

If a *party* is an individual and prior to completion permanently loses capacity or dies, the other *party* may rescind this contract by serving a notice before completion whereupon the provisions of clause 19.2 will apply.

39.2 Where a party goes into liquidation etc

If a *party* prior to completion enters into any scheme or makes any assignment for the benefit of their creditors, or, being a company, is deregistered (whether before or after the date of this contract), resolves to go into liquidation or enters into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the *party*, then that *party* will be taken to be permanently in default of an essential condition of this contract.

39.3 This clause does not negate other rights

This clause applies without in any manner negating, limiting or restricting any other rights or remedies which would have been available to either *party* at law or in equity had this clause not been included.

40. DOCUMENTS ATTACHED TO THIS CONTRACT

40.1 No Warranty re documents

Subject to section 52A of the *Conveyancing Act 1919* (NSW), the vendor does not warrant the accuracy or completeness of the documents attached to this contract.

40.2 No objection or claim arising from documents

Subject to section 52A of the *Conveyancing Act 1919*, the purchaser cannot make a claim for compensation, *requisition*, *rescind*, *terminate* or delay completion by reason of any matter disclosed in or omitted from, or any inaccuracy or incompleteness of, any document annexed to this contract.

41. ELECTRONIC SIGNING AND EXCHANGE

- 41.1 The parties agree and consent this contract may be prepared and exchanged in an electronic form as set out in the *Conveyancing Act 1919* (vide ss 6C, 23C & 54A) and by means of an Electronic Communication as set out in Division 2 of Part 2 of the *Electronic Transactions Act 2000* ("the Act").
- 41.2 If this contract is provided to a party by means of an Electronic Communication, the other party shall not require the contract in paper form.
- 41.3 The requirement for the contract to be signed will be satisfied (without limiting other ways to satisfy the requirement for signing) by the party giving the contract to the other party with:
- (a) the contract bearing the mark or endorsement apparently made by or on behalf of the signing party or their attorney; and
 - (b) a representation made by the party or the parties solicitor (either on the contract or separately) that the contract has been signed by that party or their attorney;
- 41.4 To avoid, doubt, the party receiving the signed contract under this condition consents pursuant to section 9(1)(c).

Vendor

Purchaser

Guarantee clause for 2019 contracts for the sale of land

42. GUARANTEE AND INDEMNITY

42.1 When this clause applies

If the purchaser is not a natural person, this clause applies.

42.2 Definitions

In this clause:

- (a) **Guaranteed Money** means all amounts which at any time for any reason and subject to any contingency are or may become payable by the purchaser to the vendor in connection with, or arising out of a breach of, this contract (including any variation of this contract whether approved by the Guarantor or not) and any transaction contemplated by it; and
- (b) **Guarantor** means the person or persons named and described as the guarantor in the schedule to this clause and if more than one, jointly and severally.

42.3 Obligation of the purchaser

The purchaser must:

- (a) ensure that the Guarantor duly executes this document on the date of this contract;
- (b) ensure that the Guarantor is bound to, and does, fully perform the Guarantor's obligations under this clause; and
- (c) if the purchaser is a company, cause the directors of that company to complete the schedule to this clause with their relevant particulars and sign this guarantee.

42.4 Guarantee and indemnity by Guarantor in respect of this contract

- (a) The Guarantor acknowledges that the vendor has entered this contract at the request of the Guarantor and in reliance on this guarantee and indemnity.
- (b) The Guarantor unconditionally and irrevocably guarantees payment to the vendor of the Guaranteed Money.
- (c) If the purchaser does not pay the Guaranteed Money on time, the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor. A demand may be made at any time and from time to time. The vendor does not have to make a demand on the purchaser.
- (d) As a separate obligation, the Guarantor indemnifies the vendor against all liability or loss arising from and any costs, charges or expenses incurred in connection with the Guaranteed Money not being recoverable from the

Guarantor under paragraphs (b) and (c) of this sub-clause or from the purchaser because of any circumstances whatsoever.

- (e) This guarantee and indemnity is a continuing guarantee and indemnity and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantor cannot require the vendor to proceed against or enforce any other right against the purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.
- (f) The liabilities of the Guarantor as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
 - (i) the granting or allowing of time or other indulgence to, compounding or compromising with or releasing of the purchaser or any other person;
 - (ii) acquiescence, acts, omissions, delays, or errors on the part of the vendor;
 - (iii) any amendment or novation of a right of the vendor, or any amendment of this contract or any other document, in respect of the purchaser; or
 - (iv) any other Guarantor or the purchaser not signing or being bound by this contract.
- (g) Until the Guaranteed Money is irrevocably paid in full, the Guarantor must not, without the consent of the vendor:
 - (i) try and reduce the Guarantor's liability under this guarantee and indemnity, raise a defence, set-off or counter claim available to the Guarantor or the purchaser against the vendor;
 - (ii) make a claim or enforce a right (or a security) against the purchaser or its property;
 - (iii) prove in competition with the vendor if a liquidator, provisional liquidator, official manager administrator or trustee in bankruptcy is appointed in respect of the purchaser, or if the purchaser is otherwise unable to pay all its debts when they fall due; or
 - (iv) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guaranteed Money.
- (h) The Guarantor warrants that the Guarantor's obligations under this guarantee and indemnity are fully enforceable and binding and that it does not enter into this guarantee and indemnity as trustee of any trust or settlement.
- (i) Notices may be given to the Guarantor by service on the purchaser or the purchaser's solicitor in accordance with this contract.

(j) This clause is an essential term of this contract.

Schedule to Guarantee Clause

The full name and address of the Guarantor is:

[Set out full name or name and address of each Guarantor]

WARNING TO PERSONS SIGNING THIS CONTRACT AS A GUARANTOR

If you sign this contract for sale as a guarantor and the purchaser or any other guarantor fails to pay any moneys due to the vendor when due the vendor may legally require you, and/or any other person who signs as a guarantor, to pay those unpaid moneys to the vendor.

For these reasons before you sign this document you should:

- read this document very carefully;
- check for yourself whether the purchaser can and will pay the moneys due to the vendor under the contract for sale; and
- seek the advice of your solicitor and financial adviser.

LEGAL ADVICE

Prior to the execution of this document the guarantor agrees the guarantor was afforded the opportunity to:

- examine and approve the terms of the contract for sale; and
- either obtained independent legal and/or financial advice as to the meaning and effect of the contract for sale or declined to seek such independent legal and/or financial advice after being advised to do so.

SIGNED SEALED AND DELIVERED by the)
Guarantor)
In the presence of:)

Signature of guarantor

Signature of witness

Print name of witness

SIGNED SEALED AND DELIVERED by the)
Guarantor)
In the presence of:)

Signature of guarantor

Signature of witness

Print name of witness



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP77431

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/1/2021	11:16 AM	3	9/9/2018

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

LAND

LOT 7 IN STRATA PLAN 77431
AT QUEENSCLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

KEN STEVEN VAN'T SCHIP
JESSICA CHRISTINA MACDONALD
AS JOINT TENANTS (T AG481775)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77431
2 AG481776 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210145

PRINTED ON 18/1/2021

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



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP77431

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/1/2021	11:16 AM	3	13/2/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77431
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT QUEENSCLIFF
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP77431

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 77431

ADDRESS FOR SERVICE OF DOCUMENTS:

157 QUEENSCLIFF ROAD

QUEENSCLIFF

NSW 2096

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1100643 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1100643 POSITIVE COVENANT
- 4 AN114753 CONSOLIDATION OF REGISTERED BY-LAWS
- 5 AN114753 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 77431

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 162	2	- 141	3	- 143	4	- 143
5	- 155	6	- 37	7	- 70	8	- 57
9	- 52	10	- 40				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210145

PRINTED ON 18/1/2021

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



STRATA CERTIFICATE

Name of Council/Accredited Certifier: 7. GILSON
being satisfied that the requirements of the
Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986
have been complied with, approves of the proposed
strata plan

Registered in the name of the Council.
The accredited certifier is satisfied that the plan is consistent with
the 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 QUEENSLIFF ROAD

The accredited certifier is satisfied that the building complies with a
development consent in force that allows the encroachment.
The survey 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 or a residential office, shop or the like) is restricted to
the purpose of a lot or proposed lot (not being such
a utility lot) the subject of the strata scheme concerned or related
to a section 88 of the Strata Schemes (Freehold Development)
Act 1973 or section 88 of the Strata Schemes (Leasehold
Development) Act 1986.

Date: 4.7.06
Subdivision No.: 325106

Accreditation No.: 132716 A. G. G. G.
Referent Development Consent No.: 132716
Issued by: Strata Council

Accredited Person/General Manager/Accredited Certifier
Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, STUART B. MCINTYRE
OAS SURVEYORS P/L
of 10/22 CAMPBELL AVENUE, DEE WHY NSW 2099

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 or "Schedule 1A
to the Strata Schemes (Leasehold Development) Act 1986"
has been met;

(2) "the building encroaches on a public place;

"the building encroaches on land other than a public
place in respect of which encroachment is appropriate
encroachment";

"has been created by a
to be created under section 88B of the Conveyancing
Act 1995";

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

Signature: [Signature]
Date: 12 April 2006

*Delete if applicable
+State whether footing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 5 SHEETS.

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	162
2	141
3	143
4	143
5	155
6	37
7	70
8	57
9	52
10	40
AGGREGATE	1000

*MIXED-USE Model By-laws adopted for this scheme
Keeping of Animals: Option (A)/B/C
Schedule of By-laws in sheets filed with plan
No By-laws apply
*Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 51 IN DP. 1100643

LGA: WARRINGAH

Suburb/Locality: QUEENSLIFF

Parish: MANLY COVE

County: CUMBERLAND

Name of, and *address for
services of notices on, the
owners corporation
*Address required on
original strata plan only.

THE OWNERS
STRATA PLAN 77431
157 QUEENSLIFF ROAD
QUEENSLIFF NSW 2096

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Mortgage under Mortgage No. A6194661
Signed at Sydney this 6th day of July
2006 for National
Australia Bank Limited ABN 12 004 044 937
STEPHEN PHILLIP TUDJMAN its duly
Authorized Attorney under Power of Attorney
No. 19 Book 3834
Manager

Witness: Bank Officer SALLY POATE
255 George Street, Sydney NSW

[Signature]
NICK KADANTEN
DIRECTOR
RIDGECLIFF NSW
ACN 111550111
[Signature]
SECRETARIA
RIDGECLIFF NSW Pty Ltd
ACN 111550111

SP77431

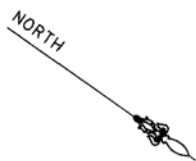
Registered: 02 31-07-2006

Purpose: STRATA SUBDIVISION
PLAN

Ref. Map: U1860-94

Last Plan: DP 1100643

SP77431



D.P. 653813

SP.7770

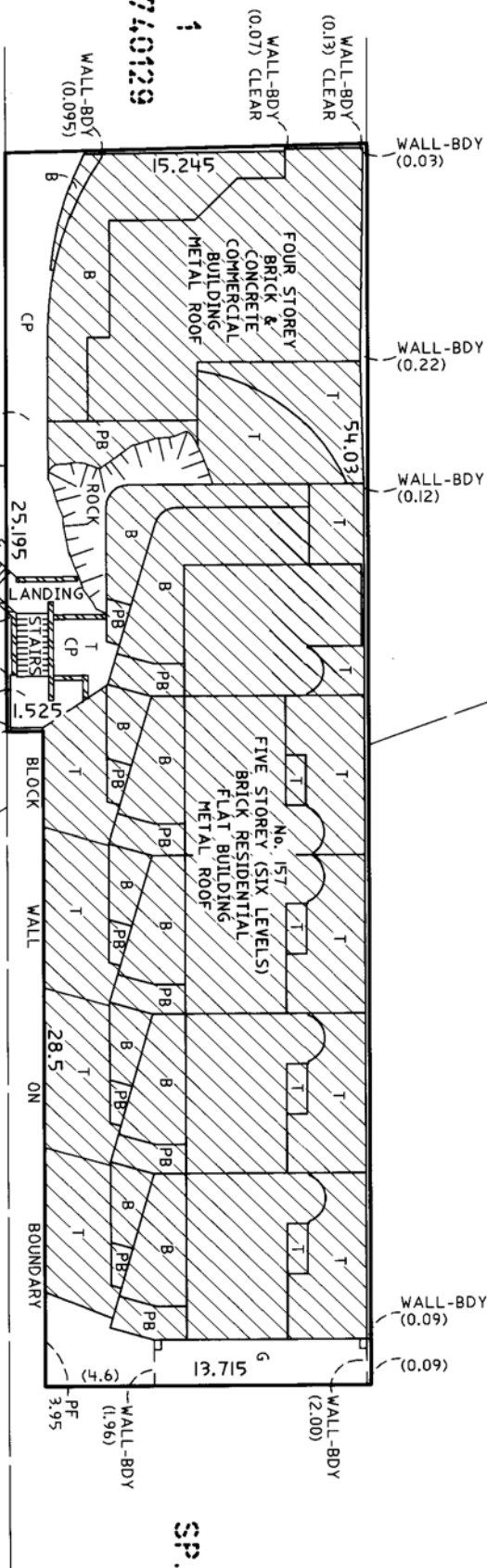
DP.7740129

QUEENSCLIFF

ROAD

D.P. 657297

SP.7770



LOCATION PLAN

NOTE:

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- G DENOTES GARDEN
- PB DENOTES PLANTER BOX
- T DENOTES TERRACE
- PF DENOTES PROLONGATION OF FACE OF WALL

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

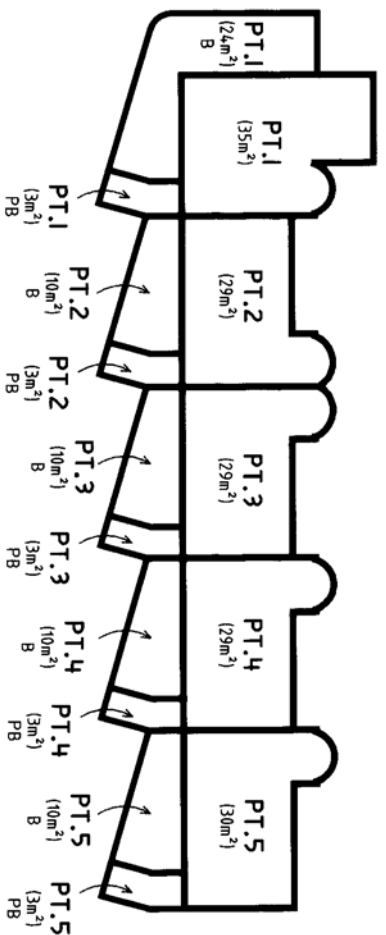
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 1212 STRATA 3 - CHECKLIST

SP77431

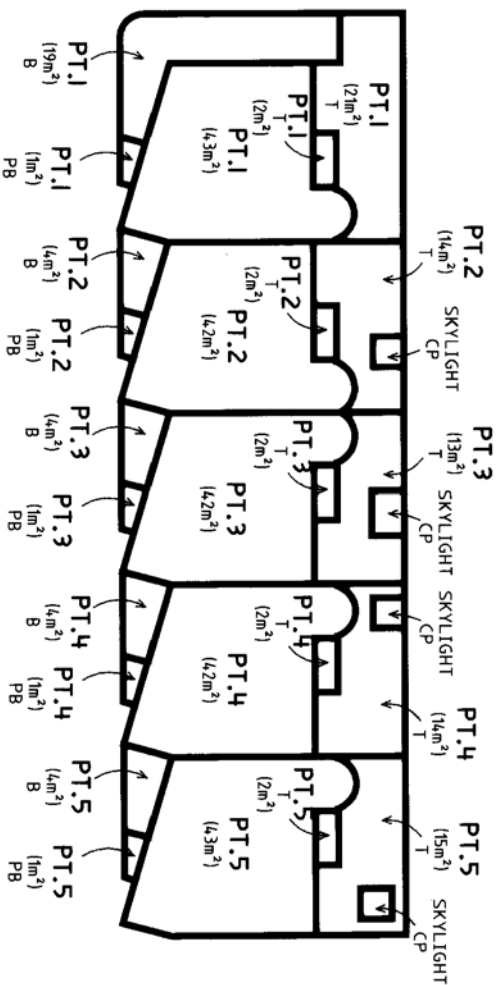
NORTH

BOUNDARY WALLS WITHIN THE PLANTER BOXES, TERRACES AND BALCONIES FORM PART OF COMMON PROPERTY AND MAINTENANCE OF THESE WALLS IS THE RESPONSIBILITY OF THE OWNERS CORPORATION.



THIRD FLOOR

NOTE:
B DENOTES BALCONY ARE LIMITED IN HEIGHT WHERE UNCOVERED TO 2.5m ABOVE THE TOP OF THEIR UPPER HARD SURFACE (CONCRETE) FLOORS.
PB DENOTES PLANTER BOX LIMITED IN HEIGHT WHERE UNCOVERED TO 2.5m ABOVE THE TOP OF THEIR UPPER HARD SURFACE (CONCRETE) FLOORS.
T DENOTES TERRACE ARE LIMITED IN HEIGHT WHERE UNCOVERED TO 2.5m ABOVE THE TOP OF THEIR UPPER HARD SURFACE (CONCRETE) FLOORS.



SECOND FLOOR

Reduction Ratio 1:200

Lengths are in metres



Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 1212 STRATA 3 - CHECKLIST



Michael R. Kavanagh
DIRECTOR
Modelleer NSW R/L
ACN 111550111

Michael R. Kavanagh
DIRECTOR
Modelleer NSW R/L
ACN 111550111

Monoplane under Monoplane No. 48,104,641
Signed at Sydney this 11th day of
July 2006 for National
Australia Bank Limited ABN 12 004 044 507
A/STEPHEN PHILLIPS TOLMAN, its duly
Authorized Attorney under Power of Attorney
Book 3834

Manager
Western Bank Office SALLY POATE
225 George Street, Sydney NSW

Department of Lands Approval

I, (Authorized Officer) in approving the plan certify that all necessary approvals in regard to the alteration of the land shown herein have been given.

Signature: _____
Date: _____
File Number: _____
Office: _____

Subdivision Certificate
I hereby certify that the provisions of s.109 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land shown herein.

Consent Authority: _____
Date of endorsement: _____
Accreditation no.: _____
Subdivision Certificate no.: _____
File no.: _____

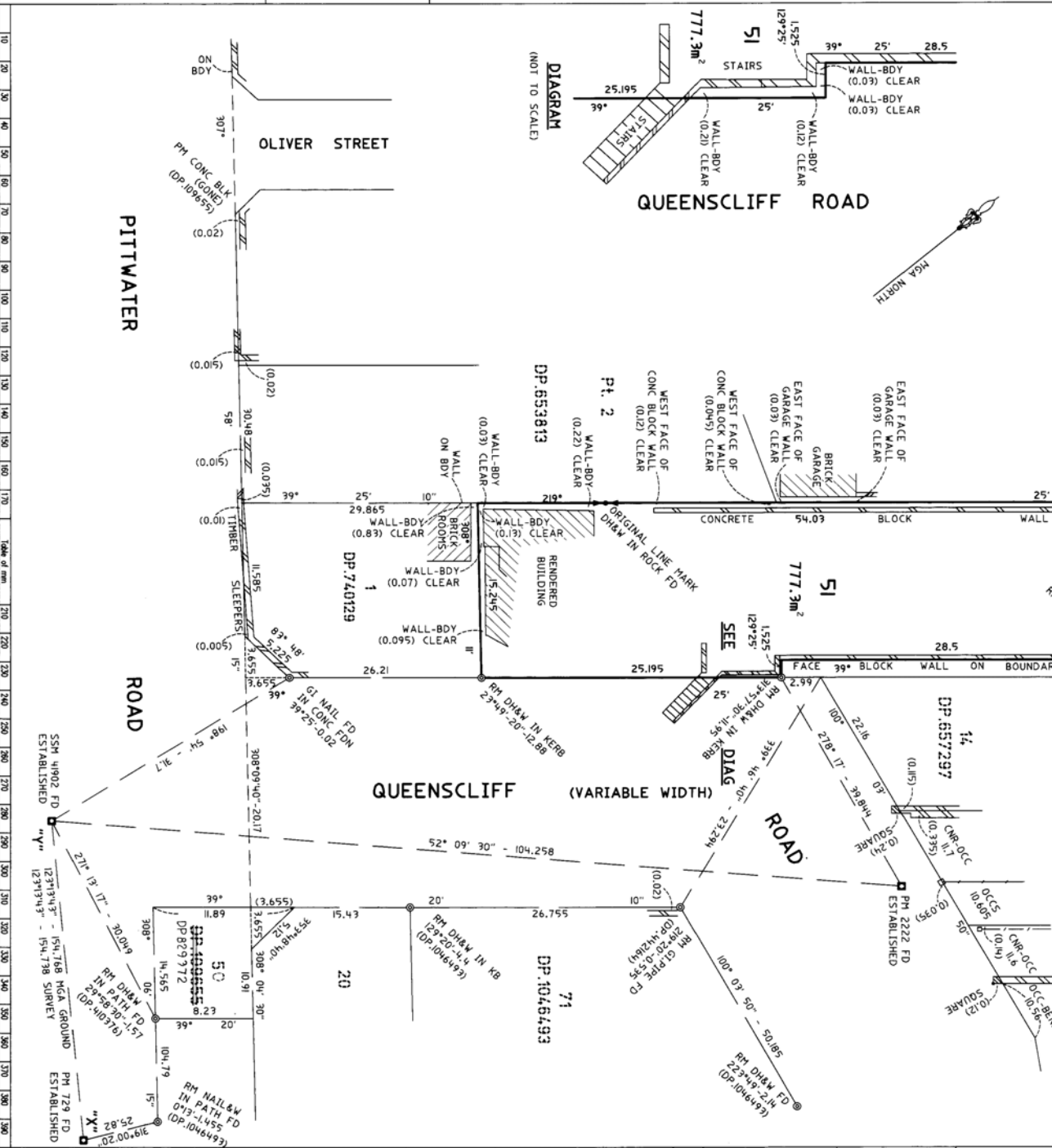
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.

A valid endorsement is required.

SURVEYOR'S REFERENCE: dp/1 CHECKLIST

SURVEYING REGULATION 2001 (CLAUSE 32(2))				
MARK	M.G.A. COORDINATES - ZONE 56	CLASS	ORDER	
PM 2222	340 747.875 6 260 725.473	B	2	
PM 729	340 794.962 6 260 576.708	B	2	
SSM 4902	340 665.541 6 260 661.513	B	2	

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIS 09/02/06
COMBINED SEA LEVEL & SCALE FACTOR 0.999912



DP1100643

Registered: 20-7-2006

Title System: TORRENS

Purpose: REDEFINITION

Ref. Map: U1860-94

Lost Plan: DP 303233

PLAN OF REDEFINITION OF LOT B
DP 303233

L.G.A.: WARRINGAH

Locality: QUEENSLIFF

Parish: MANLY COVE

County: CUMBERLAND

This is sheet 1 of my plan in sheets.
(Check if applicable)

Surveying Regulation 2001

1. PETER JOHN JARVIS

Plans used in preparation of survey/compilation:
DP 1418 DP 303233 DP 71650
DP 2222 DP 71650 DP 71650
DP 729 DP 303233 DP 303233
DP 109455 DP 653442 DP 829372
DP 130515 DP 653813 DP 1046493
DP 164642 DP 651297

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, to create public easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE: -
1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANT TO BE CREATED PURSUANT TO
SECTION 88B. CONVEYANCING ACT, 1919 (AS AMENDED)

(Sheet 1 of 4 sheets)

DP1100643

Plan of Redefinition of Lot B in
DP 1067150

Full name and address of
proprietors of the land.

RIDGECLIFF NSW PTY LTD
Suite 23, 90 Nona Vale Road
Mona Vale NSW 2103

PART 1.

1. Identity of easement firstly referred
to in above mentioned plan

Restriction on the Use of Land.

Schedule of Lots, etc. affected

Lot burdened
51

Authority benefited
Warringah Council

2. Identity of easement secondly referred
to in above mentioned plan

Positive Covenant.

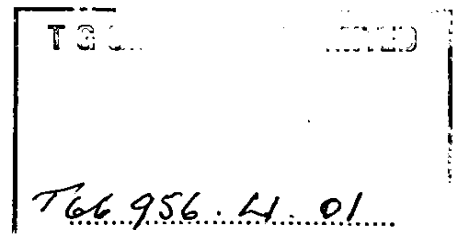
Schedule of Lots, etc. affected

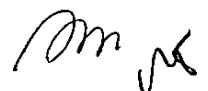
Lot burdened
51

Authority benefited
Warringah Council

WARRINGAH COUNCIL


.....
Authorised Person





DP1100643

Lengths are in metres

(Sheet 2 of 4 sheets)

Plan:

Plan of Redefinition of Lot B in
DP 1067150

PART 2

1. Terms of Restriction on the Use of Land firstly referred to in above mentioned plan.

The registered proprietor covenant with the Warringah Council (Council) in the respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, downpipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and other surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. 4194DA (hereinafter called "the system").

- 2: The registered proprietors covenant with the Warringah Council (Council) that they will not;
1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
 2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1997 to encroach upon the structure and works without the express written consent of the authority;
 3. This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plan approved by Council No. 4194DA including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and other surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVE MENTIONED PLAN.

Warringah Council. The cost and expense of any such release variation or modification shall be borne by the person or corporation requesting same in all respects.

2. Terms of Positive Covenant secondly referred to in the above mentioned plan.

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

- 1: The registered proprietors will:
 - i. keep the structure 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.
- 2: For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of the construction maintenance or repair of the structure and works on the land.


WARRINGAH COUNCIL

Authorised Person

DP1100643

Lengths are in metres

(Sheet 3 of 4 sheets)

Plan:

Plan of Redefinition of Lot B in
DP 1067150

PART 2

- 3: By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- 4: Pursuant to section 88F(3) of the Act the Authority shall have the following additional powers pursuant to this covenant:
- i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 hereof.
 - ii. The Council may recover from registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph 1 hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
 - (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- 5: This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

For the purpose of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plan approved by Council No. 4194DA including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

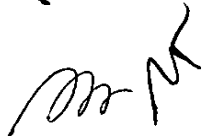
The Act shall mean the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY POSITIVE COVENANT
SECONDLY REFERRED TO IN THE ABOVE MENTIONED PLAN

Warringah Council. The cost and expense of any such release variation or modification shall be borne by the person or corporation requesting same in all respects.

WARRINGAH COUNCIL

Authorised Person



DP1100643

Lengths are in metres

(Sheet 4 of 4 sheets)

Plan:

Plan of Redefinition of Lot B in
DP 1067150

Registered proprietors:

RIDGECLIFF NSW PTY LIMITED
ACN 111 550 111

Signature/Seal

NICK KWARNTEN
DIRECTOR

Date

5/7/2006

Signed in my presence by:

Name of Witness

BROOK NORTHINGTON
SECRETARY

Date

5.7.06

Address of Witness

NATIONAL AUSTRALIA
BANK LIMITED
(Under Mortgage AB194661)

Signature

Date

Signed in my presence by:

Name of Witness

Date

Address of Witness

WARRINGAH COUNCIL

Authorised Person

General Manager

Approved by Warringah Council

Mortgagee under Mortgage No. AB194661

Signed at Sydney this 6th day of

July 2006 for National

Australia Bank Limited ABN 12 004 044 937

by STEPHEN PHILLIP TUDJMAN its duly

appointed Attorney under Power of Attorney

No 513 Book 3834

Manager

Witness/Bank Officer SALLY POATE

255 George Street, Sydney NSW

REGISTERED



20/7/2006

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AN114753K

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/SP77431

(B) **LODGED BY**

Document
Collection
Box

2687

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

LLPN 132579W

Reference: Kevin 414 225

CODE

CH

- (C) The Owners-Strata Plan No. 77431 certify that a special resolution was passed on 9/10/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. Special By-law No. 1 & 2
- Amended by-law No. NOT APPLICABLE
- as fully set out below:
- See pages 8 to 15 of Annexure A.

OFF SM
ON CDRL
CI

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners Strata Plan No. 77431 was affixed on 15/1/18 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



Annexure A

Consolidated By-laws for Strata Plan No. 77431

1 Contents

1	Noise.....	3
2	Vehicles.....	3
3	Obstruction of common property	3
4	Damage to lawns and plants on common property	3
5	Damage to common property	3
6	Behaviour of owners and occupiers	4
7	Children playing on common property in building.....	4
8	Behaviour of invitees.....	4
9	Depositing rubbish and other material on common property.....	4
10	Drying of laundry items	4
11	Cleaning windows and doors.....	4
12	Storage of inflammable liquids and other substances and materials	5
13	Changes to floor coverings	5
14	Floor coverings	5
15	Garbage disposal	5
16	Keeping of animals	6
17	Appearance of lot	7
18	Change in use of lot to be notified	7
19	Preservation of fire safety	7
20	Prevention of hazards.....	7
21	Provision of amenities or services	7
22	Controls on hours of operation and use of facilities	8
23	Compliance with planning and other requirements	8
	Special By-law No. 1 – Window Safety Devices (passed 9 October 2017)	8
	Special By-law No. 2 – Minor Renovations Rights (passed 9 October 2017)	15



1 Noise

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

2 Vehicles

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

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

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

5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.



(4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

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

7 Children playing on common property in building

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

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

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

11 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.



(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Changes to floor coverings

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and



- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot:
- (a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and
 - (c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

16 Keeping of animals

Option A

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



17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Preservation of fire safety

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

20 Prevention of hazards

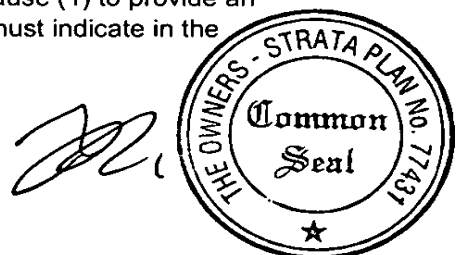
The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

21 Provision of amenities or services

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the



resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:

- (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
- (b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

23 Compliance with planning and other requirements

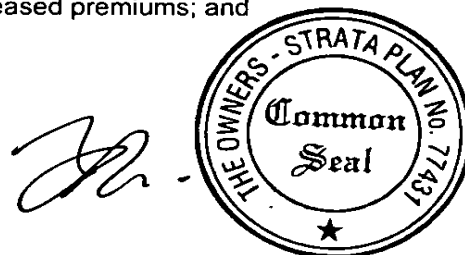
(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot used for residential purpose must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-law No. 1 – Window Safety Devices (passed 9 October 2017)

1. For the purposes of this by-law:

- 1.1. “**Act**” means the *Strata Schemes Management Act 2015* as amended from time to time;
- 1.2. “**Building**” means the building and improvements on the land located at 157 Queenscliff Road, Queenscliff NSW 2096.
- 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 No. 77431 and where the context permits, includes its agents, contractors or employees;
- 1.11. **"Penalty"** means the penalty or fine under section 118(1) 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 77431;
- 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;



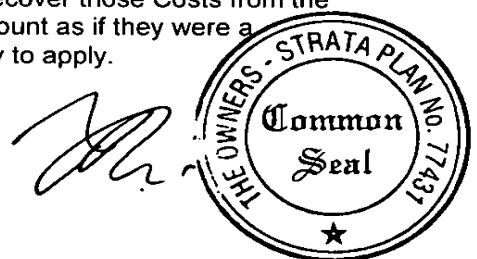
- 10.6. in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
 - 10.7. in compliance with all local council consents and requirements (if any);
 - 10.8. ensuring that the security of the Building is maintained throughout the performance 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.

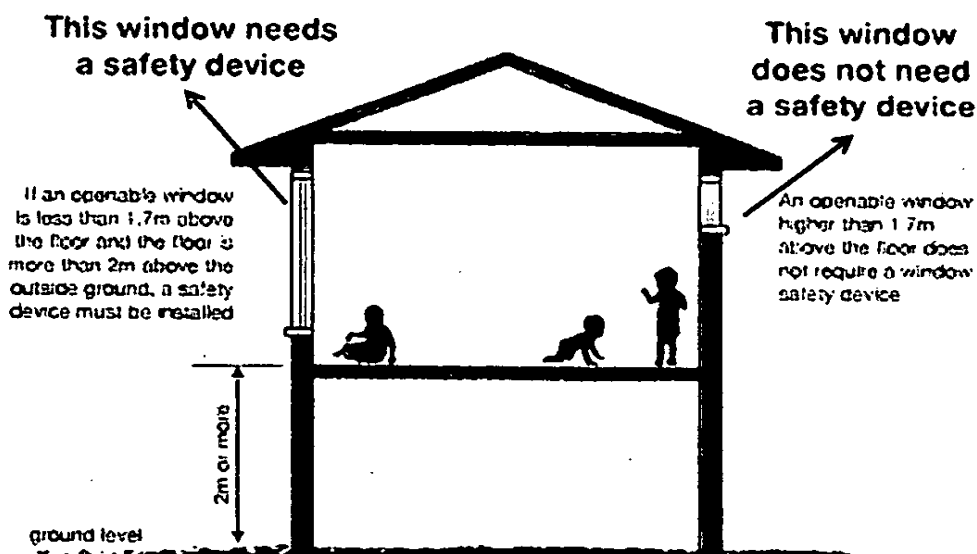


17. If the Owners Corporation receives a Penalty, the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.
18. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation 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.

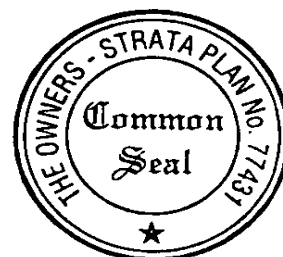
General obligations

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.

ANNEXURE 'A'



[Handwritten signature]



“B”

FACT SHEET

September 2015

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 96 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.kidshealth.schn.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.

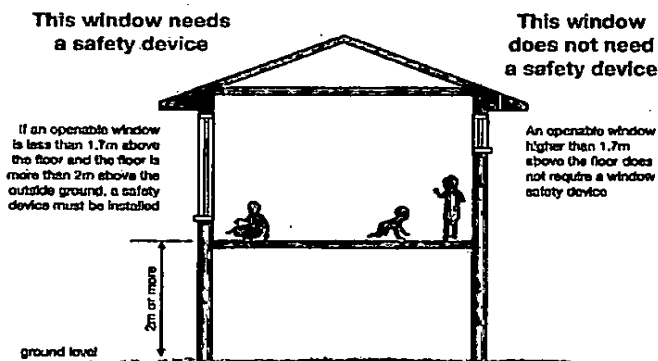
The details are explained in the Strata Schemes Management Regulation 2010.

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, letting 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* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

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

© State of New South Wales through NSW Fair Trading.
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at www.fairtrading.nsw.gov.au or email publications@fairtrading.nsw.gov.au

www.fairtrading.nsw.gov.au



Special By-law No. 2 – Minor Renovations Rights (passed 9 October 2017)

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. **"Act"** means the *Strata Schemes Management Act 2015* (NSW);
 - b. **"Building"** means the building located at 157 Queenscliff Road, Queenscliff NSW 2096;
 - c. **"Minor Renovations"** includes work for the purposes of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vi. installing a rainwater tank,
 - vii. installing a clothesline,
 - viii. installing a reverse cycle split system air conditioner,
 - ix. installing double or triple glazed windows,
 - x. installing a heat pump,
 - xi. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearance of a lot or requiring consent or other approval under any other statute, regulation or the like.:

- d. **"Owner"** means an owner of a lot from time to time in the strata scheme



5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words are attributed under the Act.
6. Words importing:
 - a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.
7. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
 - a. details of the work, including copies of any plans,
 - b. the expected duration and times of the works,
 - c. details of the persons carrying out the work including that person's qualifications to carry out the work, and
 - d. arrangements to manage any resulting rubbish or debris.
9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:
 - a. contractor's all risk insurance (where applicable);
 - b. workers compensation insurance (where applicable);
 - c. home owners warranty Insurance (where applicable); and
 - d. public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:
 - a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
 - b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;



- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot or property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

- 11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

- 12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.
- 13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

- 14. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

- 15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

- 16. If an Owner fails to comply with any obligation under this by-law, then the owners corporation may:
 - a. carry out all work necessary to perform that obligation;



- b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable cost expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.
18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in.
19. The Managing Agent is to review applications for minor renovations to ensure all is in order before providing to the committee for review.



FILM WITH

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under
an exchanged contract for the purchase of a lot in the scheme has consented to any
plan or dealing being lodged with this certificate.~~

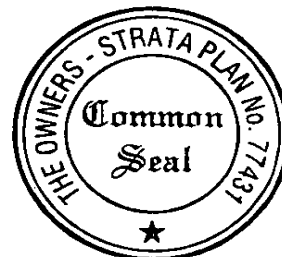
The seal of The Owners - Strata Plan No ⁷⁷⁴³¹ was affixed on ^ 15/1/18
in the presence of the following person(s) authorised by section 273 Strata Schemes
Management Act 2015 to attest the affixing of the seal.

Signature: [Signature] Name: Tarek Pauli Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.



Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 210145
Date: 19/01/2021
Certificate No. ePLC2021/0227

Address of Property: 7/157 Queenscliff Road QUEENSCLIFF NSW 2096
Description of Property: Lot 7 SP 77431

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To maintain the industrial character of the land in landscaped settings.

2 Permitted without consent

Nil

3 Permitted with consent

Depots; Garden centres; Hardware and building supplies; Industrial training facilities; Light industries; Neighbourhood shops; Places of public worship; Roads; Storage premises; Take away food and drink premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Caravan parks; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Industrial retail outlets; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Open cut mining; Passenger transport facilities; Places of public worship; Port facilities; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sex services premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

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:

Schedule 1 Additional permitted uses

(Clause 2.5)

1 Use of certain land at 8 Aperta Place, Beacon Hill

- (1) This clause applies to land at 8 Aperta Place, Beacon Hill, being Lot 7, DP 236335, shown as "Area 1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house is permitted with consent (provided that the design and construction of the development has regard to the topography, potential slip and sensitive visual character of the land as well as potential loss of views to adjoining or nearby properties).

2 Use of certain land at 5 Hews Parade, Belrose

- (1) This clause applies to land at 5 Hews Parade, Belrose, being Lot 6, DP 834036, shown as "Area 2" on the Additional Permitted Uses Map.
- (2) Development for the purposes of pubs is permitted with consent.

3 Use of certain land at corner of Mona Vale Road and Forest Way, Belrose

- (1) This clause applies to land at the corner of Mona Vale Road and Forest Way, Belrose, shown as "Area 3" on the Additional Permitted Uses Map.
- (2) Development for the purposes of bulky goods premises, business premises (with a gross floor area not exceeding 2,500m²), function centres, hotel or motel accommodation, pubs and shops (with a gross floor area not exceeding 2,500m²) is permitted with consent.
- (3) Hotel or motel accommodation and pubs referred to in subclause (2) must include at least one room for the holding of conferences, functions and similar events.

4 Use of certain land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien

Place, Davidson and John Oxley Drive, Frenchs Forest

- (1) This clause applies to land in the vicinity of Ashworth and Haigh Avenues, Belrose and McBrien Place, Davidson and John Oxley Drive, Frenchs Forest, shown as “Area 4A”, “Area 4B” or “Area 4C” on the Additional Permitted Uses Map.
- (2) Development for the purposes of 1 dwelling house on each lot is permitted with consent (provided that each dwelling is constructed having regard to the constraints, potential instability and visual sensitivity of the land and any impact on the water quality of Middle Harbour).

5 Use of certain land in the vicinity of Pittwater Road and Roger Street, Brookvale

- (1) This clause applies to land in the vicinity of Pittwater Road and Roger Street, Brookvale, shown as “Area 5” on the Additional Permitted Uses Map.
- (2) Development for the following purposes is permitted with consent:
 - (a) office premises,
 - (b) retail premises,
 - (c) shop top housing.

(3) Consent must not be granted under this clause to development for the purposes of shop top housing unless the consent authority is satisfied that the development will not have a significant adverse impact on any adjoining land in Zone IN1 General Industrial.

6 Use of certain land at Cottage Point

- (1) This clause applies to land at Cottage Point, being Lot 1, DP 930591, Lot 1, DP 922754, Lot 3, DP 929708 and Lot 4, DP 929708, shown as “Area 6” on the Additional Permitted Uses Map.
- (2) Development for the purposes of kiosks, marinas, neighbourhood shops and registered clubs is permitted with consent.

7 Use of certain land at 2 Anderson Place, Cottage Point

- (1) This clause applies to land at 2 Anderson Place, Cottage Point, being Lot 23, DP 819003, shown as “Area 7” on the Additional Permitted Uses Map.
- (2) Development for the purposes of restaurants or cafes is permitted with consent.

8 Use of certain land at 30 Campbell Avenue, Cromer

- (1) This clause applies to land at 30 Campbell Avenue, Cromer, being Lot 1, DP 227969, shown as “Area 8” on the Additional Permitted Uses Map.
- (2) Development for the purposes of pubs is permitted with consent.

9 Use of certain land at Pittwater Road, Dee Why

- (1) This clause applies to land at Pittwater Road, Dee Why, being Lot 1, DP 706230, shown as “Area 9” on the Additional Permitted Uses Map.
- (2) Development for the purposes of recreational facilities (indoor) (provided that the facility operates in conjunction with a registered club) and registered clubs is permitted with consent.

10 Use of certain land at Melwood Avenue, Forestville

- (1) This clause applies to land at Melwood Avenue, Forestville, being Lot 2589, DP 752038 and

Lot 31, DP 366454, shown as “Area 10” on the Additional Permitted Uses Map.

(2) Development for the purposes of registered clubs is permitted with consent.

11 Use of certain land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly

(1) This clause applies to land at corner of Warringah Road and Cook Street, Forestville and land on Pittwater Road, North Manly, shown as “Area 11A” or “Area 11B” on the Additional Permitted Uses Map.

(2) Development for the purposes of industrial retail outlets, service stations, hardware and building supplies, vehicle body repair workshops, vehicle repair stations and wholesale supplies is permitted with consent.

12 Use of certain land at 39 Frenchs Forest Road East, Frenchs Forest

(1) This clause applies to land at 39 Frenchs Forest Road East, Frenchs Forest, being Lot X, DP 405206, shown as “Area 12” on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

13 Use of certain land at Lumsdaine Drive, Freshwater

(1) This clause applies to land at Lumsdaine Drive, Freshwater, being Lot 100, DP 1136132 and Lot 2, DP 579837, shown as “Area 13” on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation facilities (indoor), recreation facilities (outdoor) (but only if the facility, whether indoor or outdoor, operates in conjunction with a registered club) and registered clubs is permitted with consent.

14 Use of certain land at 29 Moore Road, Freshwater

(1) This clause applies to land at 29 Moore Road, Freshwater, being Lots 1-5, Section 1, DP 7022 and Lot 13, Section 1, DP 7022, shown as “Area 14” on the Additional Permitted Uses Map.

(2) Development for the purposes of pubs is permitted with consent.

15 Use of certain land at 80 Undercliff Road, Freshwater

(1) This clause applies to land at 80 Undercliff Road, Freshwater, being Lot B, DP 329073, shown as “Area 15” on the Additional Permitted Uses Map.

(2) Development for the purposes of restaurants or cafes is permitted with consent.

16 Use of certain land at 1260 Pittwater Road, Narrabeen

(1) This clause applies to land at 1260 Pittwater Road, Narrabeen, being Lots 1 and 2, DP 1094308, shown as “Area 16” on the Additional Permitted Uses Map.

(2) Development for the purposes of hotel or motel accommodation is permitted with consent.

17 Use of certain land at 2 Aumuna Road, Terrey Hills

(1) This clause applies to land at 2 Aumuna Road, Terrey Hills, being Lot 6, DP 739456, shown as “Area 17” on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, pubs, recreation areas, recreation facilities

(indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

18 Use of certain land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills

(1) This clause applies to land in the vicinity of Mona Vale and Myoora Roads, Terrey Hills, shown as “Area 18” on the Additional Permitted Uses Map.

(2) Development for the purposes of educational establishments, garden centres, hospitals, hotel or motel accommodation, places of public worship, recreation areas, recreation facilities (indoor), recreation facilities (outdoor), registered clubs and restaurants or cafes is permitted with consent.

19 Use of certain land in Zone RE1

(1) This clause applies to the following land:

(a) land at Collaroy, known as Long Reef Golf Club, being Lot 1, DP 1144187, shown as “Area 19A” on the Additional Permitted Uses Map,

(b) land at Manly Vale, known as Manly Vale Bowling Club, being part of Lot 2743, DP 752038, shown as “Area 19B” on that map,

(c) land at North Balgowlah, known as Wakehurst Golf Club, being Lot 2730, DP 752038, shown as “Area 19C” on that map,

(d) land at North Manly, known as North Manly Bowling Club, being part of Lot 2743, DP 752038, shown as “Area 19D” on that map.

(2) Development for the purposes of registered clubs is permitted with consent if the registered club is incidental or ancillary to a recreation facility (indoor), recreation facility (major) or recreation facility (outdoor).

20 Use of certain land at Bundaleer Street, Belrose

(1) This clause applies to land at Bundaleer Street, Belrose, being Lot 2, DP 1144741, shown as “Area 20” on the Additional Permitted Uses Map.

(2) Development for the purposes of recreation facilities (outdoor) is permitted with consent.

21 Use of certain land at 184 Wyndora Avenue, Freshwater

(1) This clause applies to land at 184 Wyndora Avenue, Freshwater, being Lots 1, 2, 33, 34 and 35, DP 7912, shown as “Area 21” on the Additional Permitted Uses Map.

(2) Subdivision of the land and development for the purposes of attached dwellings is permitted with consent.

(3) Development consent may only be granted under this clause to a single development application that provides for:

(a) the subdivision of the land to create not more than 14 lots, and

(b) the erection of not more than 14 attached dwellings.

(4) Consent must not be granted under this clause to development for the purposes of an attached dwelling unless the consent authority is satisfied that the proposed development includes a single basement car park providing parking spaces for each of the dwellings erected on the land to which this clause applies.

22 Use of certain land at 632 and 634 Warringah Road, Forestville

- (1) This clause applies to land at 632 and 634 Warringah Road, Forestville, being Lots 9 and 8, DP 25052, shown as “Area 22” on the Additional Permitted Uses Map.
- (2) Development for the purposes of:
 - (a) a service station, and
 - (b) a neighbourhood shop (with a retail floor area not exceeding 240m²), is permitted with consent if the land is used for both purposes, concurrently.

23 Use of certain land at 729-731 Pittwater Road, Dee Why

- (1) This clause applies to land at 729-731 Pittwater Road, Dee Why, being Lot CP, SP 13436, shown as “Area 23” on the Additional Permitted Uses Map.
- (2) Development for the purposes of medical centres and office premises is permitted with consent.

(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):

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Land Slip Risk Map - Area C

The land is identified as being on the *Warringah Local Environmental Plan 2011* - Landslip Risk Map as Area C. Restrictions apply to the carrying out of works on this land under Clause 6.4 (Development on Sloping Land) of the *Warringah Local Environmental Plan 2011* and section E10 (Landslip Risk) of the *Warringah Development Control Plan 2011*.

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

Nil

7A. Flood related development control Information

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

Planning Certificate – Part 5

ePLC2021/0227

The following is information provided in good faith under the provisions of Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149) and lists relevant matters affecting the land of which Council is aware. The Council shall not incur any liability in respect of any such advice.

Persons relying on this certificate should read the environmental planning instruments referred to in this certificate.

Company Title Subdivision

Clause 4.1 of the *Pittwater Local Environmental Plan 2014*, *Warringah Local Environmental Plan 2011* or *Manly Local Environmental Plan 2013* provides that land may not be subdivided except with the consent of the Council. This includes subdivision by way of company title schemes. Persons considering purchasing property in the Northern Beaches local government area the subject of a company title scheme are advised to check that the land has been subdivided with the consent of the Council.

District Planning

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council is preparing a Local Strategic Planning Statement which will give effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community.

Council Resolution To Amend Environmental Planning Instrument

The following instrument or resolution of Council proposes to vary the provisions of an environmental planning instrument, other than as referred to in the Planning Certificate – Part 2:

Planning Proposal - rezone deferred land within the Oxford Falls Valley & Belrose North area

Applies to land: Land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 and land zoned E4 Environmental Living under WLEP 2011 at Cottage Point (Boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Transfer the planning controls for land within the B2 Oxford Falls Valley and C8 Belrose North localities of WLEP 2000 into the best fit zones and land use controls under WLEP 2011
- Rezone the majority of the subject land to E3 Environmental Management under WLEP 2011
- Rezone smaller parcels of land to E4 Environmental Living, RU4 Primary Production Small Lots, SP2 Infrastructure, SP1 Special Activities, R5 Large Lot Residential and R2 Low Density Residential under WLEP 2011
- Include various parcels of land as having additional permitted uses under Schedule 1 of WLEP 2011

Council resolution: 24 February 2015

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

Planning Proposal - Pittwater Road and Albert Street, Narrabeen

Applies to: 1294 - 1300 Pittwater Road and 2 - 4 Albert Street, Narrabeen

Outline: Amends WLEP 2011 to:

- Amend Height of Building Map to increase height from 8.5m to 11m (excluding lot 1 DP613544 and part lot 8C DP200030).
- Amend Schedule 1 to allow "shop top housing" on the site.
- To seek an affordable housing contribution in conjunction with future redevelopment of the land.

Council resolution: 28 May 2019

Planning Proposal: 114-120 Old Pittwater Road, Brookvale NSW 2101

Applies to Land: Lot 1 DP 868761 and Lot 3 DP 868761

Outline: Proposed amendment to Warringah Local Environmental Plan 2011:

- Amend Schedule 1 by adding new Clause 24 to allow 'office premises' as an additional permitted use limited to a maximum 15,657sqm gross floor area within the existing buildings.
- Amend Additional Permitted Uses Map to add Area 24

Council resolution: 15 December 2020

Additional Information Applying To The Land

Additional information, if any, relating to the land the subject of this certificate:

Nil

General Information

Threatened Species

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

(a) threatened species as described in the final determination of the scientific committee to list endangered and vulnerable species under Schedule 1 of the *Biodiversity Conservation Act 2016*, and/or

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the

Biodiversity Conservation Act 2016:

- Duffys Forest Ecological Community in the Sydney Basin Bioregion
- Swamp Sclerophyll Forest on Coastal Floodplain
- Coastal Saltmarsh of the Sydney Basin Bioregion
- Swamp Oak Floodplain Forest
- Bangalay Sand Forest of the Sydney Basin Bioregion
- Themeda grasslands on Seacliffs and Coastal Headlands
- Sydney Freshwater Wetlands in the Sydney Basin Bioregion
- Coastal Upland Swamp in the Sydney Basin Bioregion
- River-Flat Eucalypt Forest on Coastal Floodplains of the New South Wales North Coast, Sydney Basin and South East Corner Bioregions

Bush fire

Certain development may require further consideration under section 79BA or section 91 of the Environmental Planning and Assessment Act 1979, and section 100B of the Rural Fires Act, 1997 with respect to bush fire matters. Contact NSW Rural Fire Service.

Aboriginal Heritage

Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal place under the *National Parks and Wildlife Act 1974* (NSW). The carrying out of works may be prevented on land which is likely to significantly affect an Aboriginal object or Aboriginal place. For information relating to Aboriginal sites and objects across NSW, contact: Aboriginal Heritage Information Management System (AHIMS) on (02) 9585 6345 or email AHIMS@environment.nsw.gov.au. Alternatively visit <http://www.environment.nsw.gov.au/licences/AboriginalHeritageInformationManagementSystem.htm>.

Coastal Erosion

Information available to Council indicates coastal erosion may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps of the Warringah coastline. Council's Natural Environment Unit can be contacted for further information.



Ray Brownlee PSM
Chief Executive Officer
19/01/2021

Sewer Service Diagram

Application Number: 8000373304

H479.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

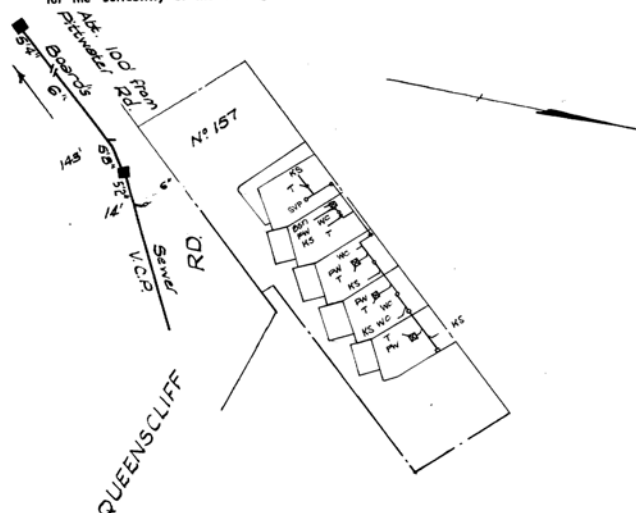
Municipality of *Warringah* No. *398999*
M GREGOR

SYMBOLS AND ABBREVIATIONS

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



IMPORTANT NOTE

The details shown on the attached diagram have been provided by the licensed plumber to show the approximate location of the private sewerage service pipes and may not be accurate. Sydney Water records show that as of 1/1/09 the works have been completed without a final inspection or Certificate of Compliance being provided by the plumber. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

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

SHEET No. *3248* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
Supervised by	Date	Supervised by	Date
Inspector	/ /	Inspector	/ /
Examined by	/ /	Outfall	HL
Chief Inspector	/ /	Drafter	LL
Tracing Checked	/ /	Plumber	<i>274-780</i>
		Boundary Trap	<i>1500 040</i>
		is/are not required	

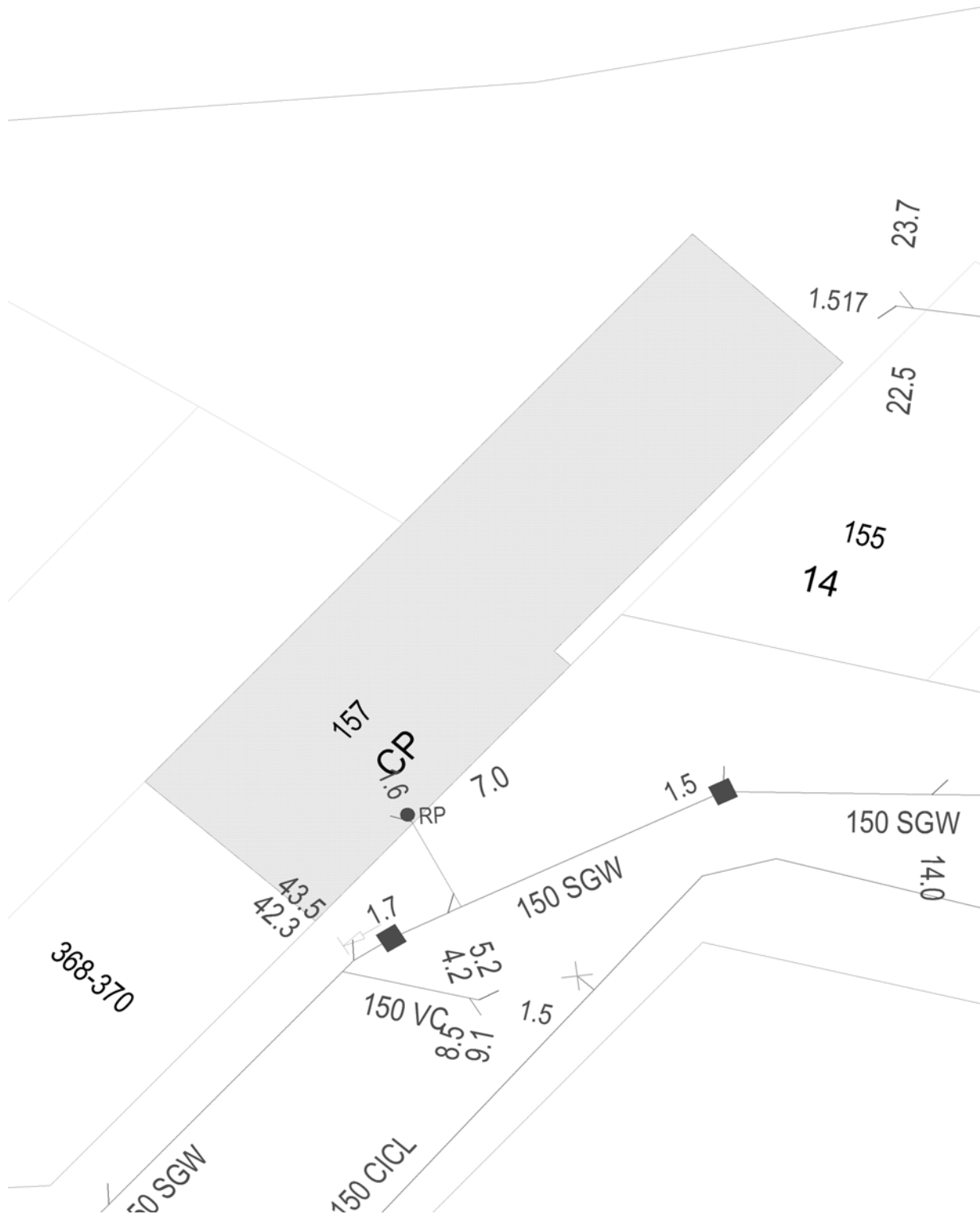
Sa 2

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: 8000373302

Application Number: 8000373302



Document generated at 18-01-2021 11:30:10 AM

Disclaimer

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	3399005
Agent ID	81429403
Issue Date	18 Jan 2021
Correspondence ID	1718348376
Your reference	210145

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S77431/7	Unit 7, 157 QUEENSCLIFF RD QUEENSCLIFF 2096	\$147 000

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 Ken Steven Van't Schip and Jessica Christina MacDonald

Purchaser

Property Unit 7/157 Queenscliff Road, Queenscliff NSW 2096

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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996*(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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available and that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. 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.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.
- 16. Has the vendor (or any predecessor) of 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?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

- 19. 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 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

- 24. 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

- 25. 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.
- 26. 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.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. 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 completion date.