

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Skyline Real Estate Unit 3-7/14 Frenchs Forest Road, Frenchs Forest, NSW 2086	Phone: 02 9452 3444 Fax: 02 9452 4555 Ref: Stuart Bath - 0416 207 215
co-agent		
vendor	Gernot Teufel c/- 1/5 Kenthurst Road, Round Corner, NSW 2158	
vendor's solicitor	Anderson Boemi Lawyers Northlink Business Centre Suite 1, 5 Kenthurst Road, DURAL NSW 2158 PO Box 63, Round Corner NSW 2158	Phone: 02 9653 9466 Email: lian@andersonboemi.com.au Fax: 02 9653 9436 Ref: MB:LW:24161
date for completion land (address, plan details and title reference)	42nd day after the contract date Unit 10/178-184 Pacific Parade, Dee Why, New South Wales 2099 Registered Plan: Lot 10 Plan SP 80981 Folio Identifier 10/SP80981	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input 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 type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: smoke detector			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

ChoicesVendor agrees to accept a *deposit-bond* NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 a *GSTRW payment*
(GST 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 at least 7 days before the date for completion.

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 address (if applicable): **TO BE ADVISED**

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to off the plan contract</p> <p>Other</p> <p><input checked="" type="checkbox"/> 60 Power of Attorney by Gernot Teufel (Vendor)</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Robinson Strata

Phone: 99075000

lena.waite@robinsonstrata.com.au and strata@robinsonstrata.com.au

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 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 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 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Robinson Strata

Phone: 99075000

lena.waite@robinsonstrata.com.au and strata@robinsonstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>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</i> by a <i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *-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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *servicing* 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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.
- 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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

10/178-184 PACIFIC PDE, DEE WHY 2099

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a _____.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at Unit 10/178-184 Pacific Parade, Dee Why, from Gernot Teufel to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for Gernot Teufel and am not employed in the legal practice of a solicitor acting for Gernot Teufel nor am I a member or employee of a firm of which a solicitor acting for Gernot Teufel is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

1. Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
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- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
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SPECIAL CONDITIONS FOR CONTRACT FOR SALE AND PURCHASE OF LAND**1. Interpretation**

- 1.1. In the event of any discrepancy and/or inconsistency between these special conditions and the printed form of this Contract, these special conditions shall prevail.
- 1.2. In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in the Contract shall not in any way be affected or impaired thereby.
- 1.3. PEXA means Property Exchange Australia.
- 1.4. The term "Property" where used in these special conditions means "Land".

2. Amendments to Printed form of Contract (standard clauses)

The printed form of Contract is varied as follows:

- 2.1 Clause 1, definition of "requisition" is amended by replacing the words "(but the term does not include a claim)" with the words "or claim";
- 2.2 Clause 2.2 delete the word "normally";
- 2.3 Clause 2.8 is deleted;
- 2.4 Clause 2.9 is amended to delete the words "payable at call" and insert at the conclusion of the sentence "Should either party fail to provide their Tax File Number then the complying party is to be solely entitled to any interest earned from such deposit being invested";
- 2.5 Clause 3.3 amend "14 days" to "28 days";
- 2.6 Clause 3.3 at the end of the clause insert "For the purpose of this clause, the expiry date must be at least six months after the completion date";
- 2.7 Clause 3.4.2 amend "three (months after its date of issue" to "six months after the completion date";
- 2.8 Clause 3.10.1 delete the word "normally";
- 2.9 Clause 4.2.1 deleted and replaced with " each party must pay their own respective costs;
- 2.10 Clause 4.2.2 is deleted.

- 2.11 Clause 4.5 amend by deleting the word “Normally” and to insert the words “or the date the contract becomes unconditional” after the words “contract date”;
- 2.12 Clause 5.2.3 is deleted;
- 2.13 Clause 6 is deleted in its entirety;
- 2.14 Clause 7 is amended by:
 - 2.14.1 Deleting the words “including a claim under clause 6”;
 - 2.14.2 Reference to 5% in clause 7.1.1 is amended to 0.01%;
 - 2.14.3 Clause 7.1.3 amend “14 days to “7 days”;
 - 2.14.4 Reference to 10% in clause 7.2.1 is amended to 0.01%;
 - 2.14.5 Clause 7.2.4 to delete the words “and the costs of the purchaser”;
 - 2.14.6 Clause 7.2.6 amend “ 3 months” to “2 months”;
- 2.15 Clause 8.1.1 to be amended by deleting the words “on reasonable grounds”;
- 2.16 Clause 8.1.3 amend “14 days” to “7 days”
- 2.17 Clause 8.1.2 to be amended by deleting the words “and those grounds”;
- 2.18 Clause 8.2.2 is deleted;
- 2.19 Clause 8.2.3 delete the words “a party” and amend to “the vendor”;
- 2.20 Clause 10 is amended as follows:
 - 2.20.1 Insert the words "or delay completion" between the words "requisition" and "or" in the first line of clause 10.1;
 - 2.20.2 Clause 10.1.4 is to be amended by inserting the words “and/or mechanical breakdown” after the word “tear”;
 - 2.20.3 Clauses 10.1.8 and 10.1.9 is amended by replacing the word “substance” with “existence”
 - 2.20.4 Clause 10.3 delete the word “Normally”;
 - 2.20.5 Insert a new subclause 10.4 to read as follows “A disclosure will be deemed to have been made if a reference to the relevant matter is made in this Contract, or in a copy document attached hereto”;
- 2.21 Clause 11 is amended as follows:
 - 2.21.1 Clause 11.1 delete the word “on or”
 - 2.21.2 Clause 11.2 is deleted;
 - 2.21.3 New subclause 11.3 to be added, to read as follows “If the vendor is issued with a *work order* after the contract date, due to a request for a certificate made by the purchaser and the purchaser rescinds or terminates the contract, the purchaser must pay the cost to comply with such work order to the vendor immediately upon a written request being received. The provisions of this clause shall not merge on completion.”

- 2.22** Clause 12 is amended as follows:
- 2.22.1 Amend 12.2.1 to insert the following after the word “legislation” “provided that the vendor shall not be required to do any work or incur expenses in respect of any such approval, certificate, consent, direction, notice or order”;
 - 2.22.2 Amend 12.2.2 to insert the following after the words “contract date” “provided that, subject to Clause 11, the vendor shall not be required to do any work or incur expenses in respect of any such approval, certificate, consent, direction, notice or order”;
- 2.23** Insert a new subclause 13.15 to read as follows “The purchaser must 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”
- 2.24** Insert a new subclause 13.16 to read as follows “Should the purchaser fail to comply with this clause 13.14 and 13.15, then the vendor shall be entitled to delay completion and charge interest for late completion in accordance with special condition 12 together with paying the vendor’s legal fees in the sum of \$350.00 plus GST for chasing the required documents from the purchaser”;
- 2.25** Clause 14.4.2 is deleted;
- 2.26** Clause 14.6 to insert the words “excluding land tax” after the word “contract”;
- 2.27** Clause 14.8 to delete the words “on or “;
- 2.28** Clause 16.7 as amended by adding the words “provided no other written agreement has been made between both parties”;
- 2.29** Clause 17.3 is deleted;
- 2.30** Clause 18 is amended by inserting new subclause 18.8 to read “The purchaser cannot make a claim or requisition, or delay completion after entering into possession of the property”;
- 2.31** Clause 19.2.2, 19.2.3 and 19.2.4 is amended by deleting “a party” and replacing with “the vendor”.
- 2.32** Clause 20.10 to be amended by inserting the words “or Building Certificate” after the word “report” and by adding the words “and the Purchaser agrees to make no objection, requisition or claim for compensation in relation to any matters referred to in the Survey Report and/or Building Certificate” to the end of the clause;
- 2.33** Insert new subclause 22.3 to read “If the purchaser breaches this clause, then the purchaser will be liable to compensate the Vendor for any loss incurred as a result of the breach. This shall not merge on completion.”;
- 2.34** Clause 23.4 is deleted;

- 2.35 Clause 23.5.1 is to insert the words “which includes levies for special expenses payable by instalments (where the adjustment period is to period of the instalments)” to the end of the clause;
- 2.36 Clause 23.6.1 delete the words “on or”;
- 2.37 Clause 23.6.1 delete the words “even it is payable by instalments” by replacing with “to the extent of which is payable or falls due before the contract date. If any instalments fall due on or after the contract date the instalments are payable by the Purchaser”.
- 2.38 Clause 23.9 is deleted;
- 2.39 Clause 23.13 and 23.14 – amend “7 days” to “1 day”;
- 2.40 Clause 23.17 is deleted;
- 2.41 Clause 24.3.2 delete the words “or after”;
- 2.42 Clause 24.4.1 insert at the end of the clause “and the vendor shall have satisfied its obligations under this clause if it directs the rental managing agent to transfer the bond for the benefit of the purchaser on or before completion.”;
- 2.43 Clause 25 is amended as follows:
 - 2.43.1 Clause 25.2 is deleted;
 - 2.43.2 Clause 25.7 is deleted;
 - 2.43.3 Clause 25.8 is deleted;
 - 2.43.4 Clause 25.10 is deleted;
 - 2.43.5 Clause 25.12 is deleted;
- 2.44 Clause 28.4 amend by deleting the words “either party” and replaced with “the Vendor”;
- 2.45 Clause 30.3. is deleted;
- 2.46 Clause 30.7 delete the words “but the vendor must pay the purchaser’s additional expenses, including any agency or mortgagee fee”;
- 2.47 Delete clause 30.11;
- 2.48 Clause 31.2 amend “5 business days” to “ 1 business day”;
- 2.49 Clause 31.3 amend “2 business days” to “5 business days”;

3. Real Estate Agent

- 3.1. The Purchaser warrants that he has not been introduced to the property or the Vendor directly or indirectly through the services of any agent other than the Vendor's agent referred to on page 1 of this Contract.

- 3.2. The Purchaser agrees to indemnify the Vendor against any breach of the warranty contained in this 3.1.
- 3.3. The provisions of this special condition shall not merge upon completion.

4. State of Repair

- 4.1. The Purchaser acknowledges having inspected the property and accepts the property in its present state of repair and condition (subject to fair wear and tear), subject to all and any defects whether latent or patent as regards their design, construction, state of repair, availability, infestations or otherwise, including any holes or marks as a result of the removal by the Vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets etc. The Purchaser will raise no objection requisition or claim for compensation in respect of such matters.
- 4.2. The Purchaser warrants that it shall not make any objection, requisition, claim for compensation in relation to this condition nor rescind terminate or delay completion because of any of the following:
- (a) the location of the property;
 - (b) the suitability of the property;
 - (c) any matter disclosed by any sewerage service diagram;
 - (d) the presence of any sewer, drain, manhole or vent on the property;
 - (e) any rainwater downpipe connected to the sewer;
 - (f) the state of repair or condition of any service to or on the property ("service" includes air, communication, drainage, storm water, electricity, garbage, gas, oil, radio, sewerage, telephone, television, fences or water service);
 - (g) the nature, location, availability or non-availability of any service;
 - (h) whether or not the property is subject to or has the benefit of any right or easement in respect of any such service or the mains, pipes or connections thereof;
 - (i) the compliance or non-compliance with any restriction on user;
 - (j) any key not in the possession of Vendor;
 - (k) the BAL rating of the property.

5. No Warranty

On execution hereof the Purchaser acknowledges that they do not rely on any letters, documents, correspondence or arrangements whether oral or in writing, as adding to or

amending the terms, conditions, warranties and arrangements set out in this Contract. The Purchaser further acknowledges that they have made their own enquiries in respect of the property and do not rely on any representation of the Vendors, their agent or legal representative, or anyone else on their behalf.

6. 10% Deposit Payable

The deposit payable pursuant to this Contract is an amount equal to 10% of the purchase price ('**10% Deposit**').

It is an essential term of this Contract that the Purchaser pays the full 10% Deposit to the deposit holder to secure the Purchaser's obligations pursuant to this Contract.

It is an essential term of the Contract that the 10% Deposit must be paid to the Vendor's deposit holder as follows:

- 6.1. If this Contract is not subject to a cooling-off period, the Purchaser must pay the 10% Deposit on or before the making of this Contract.
- 6.2. If this Contract is subject to a cooling-off period, the Purchaser must pay the 10% Deposit on or before the expiration of the cooling-off period.

This is an essential term of this Contract.

7. 10% Deposit to be Paid by Instalments

In the event that that the Purchaser requests, and the Vendor agrees, that the ten percent deposit is paid in instalments, the following shall apply.

Although a full ten percent deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to pay the deposit to the deposit holder as follows:

1. \$ _____ on or before _____ days from the contract date;
2. \$ _____ on or before _____ days from the contract date.

Time is of the essence with respect to the payment of the above amounts, and should the purchaser fail to make payment then the vendor may terminate the contract.

Despite any other provision of this contract, if:

- (1) the deposit agreed to be paid [or actually paid] by the purchaser is less than ten per cent of the purchase price, and
- (2) the vendor becomes entitled to forfeit the deposit actually paid,

the purchaser will immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid to the intent that a full ten per cent of the purchase price is forfeitable by way of deposit upon default.

The provisions of this special condition 7 shall not merge on completion.

8. Cooling Off Period

Both Vendor and the Purchaser agree to extend the cooling off period in the Contract from five (5) business days to _____business days ('Extended Cooling-Off Period'). The ten percent Deposit must be paid before 5:00pm on the last day of the Extended Cooling-Off Period.

9. Release of Deposit

Notwithstanding anything in this contract, the deposit holder is at liberty to unconditionally release the deposit to the Vendor. The deposit holder is authorised to release the deposit to the Vendor on written advice from the Vendor or their solicitor without further authority being given by the Purchaser.

10. Deposit Bond

- 10.1.** This condition applies if the Vendor agrees to accept a deposit bond or guarantee.
- 10.2.** In this Contract the word "Bond" means a Deposit Guarantee Bond or Bank Guarantee issued to the Vendor at the request of the Purchaser by an acceptable institution (the "Guarantor") and in a form approved by the Vendor's solicitor.
- 10.3.** Delivery of the Bond to the Vendor's solicitor no later than the time the deposit is required to be paid shall, to the extent of the amount guaranteed under the Bond be deemed to be payment of the deposit in accordance with the Contract.
- 10.4.** On completion of this Contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this Contract, the amount stipulated in the Bond by way of unendorsed bank cheque.
- 10.5.** If the Vendor serves on the Purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Vendor's Solicitor.

- 10.6.** The Vendor acknowledges that payment by the Guarantor under the Bond shall satisfy the Purchaser's obligation to pay that part of the ten percent deposit.
- 10.7.** In this condition time is essential. This condition is in addition to any other rights the Vendor has. This condition, and the Purchaser's obligation to pay the ten percent deposit will not come to an end if the Contract is terminated for any reason.

11. Notice to Complete

- 11.1.** If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day on which that notice is served upon the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion.
- 11.2.** A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- 11.3.** The Purchaser agrees that should the Vendor serve Notice in accordance with this clause, the Purchaser shall pay to the Vendor on the completion date, in addition to the balance of purchase money and any other adjustments payable under the Contract, the sum of \$350.00 plus GST, being a genuine pre-estimate of the damages attributable to the issue of such Notice. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.
- 11.4.** The notice can be served by facsimile.
- 11.5.** A party can withdraw their Notice without prejudice to their right issue another notice to complete.

12. Damages for Delay and Completion

- 12.1.** If the Purchaser does not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated as ten per cent (10%) interest per annum on the balance of the purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this Contract shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. This condition shall not merge on completion.

- 12.2.** For each occasion completion of this Contract does not take place on the completion date or the re-scheduled date, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay as an adjustment on completion the sum of \$350.00 plus GST to cover the legal costs and other expenses incurred by the Vendor as a consequence of the delay. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.
- 12.3.** This clause shall not merge on completion.

13. Capacity of Parties

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either part at law or in equity if this special condition had not been included herein, should either party (or any one of the persons included in the expression "either party") prior to completion:

- 13.1.** die or become mentally ill the other party may rescind this Contract by notice in writing; or
- 13.2.** enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of such party presented or enter into any scheme or arrangement with its creditors under the Corporations Law (as amended) or should any liquidator, receiver or official manager be appointed in respect of such party then such party shall be deemed to be in default hereunder.

14. Finance

The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that:

- 14.1.** The Purchaser does not require credit in order to pay for the property; or if the Purchaser requires credit in order to pay for the property, the Purchaser has obtained such credit on reasonable terms prior to the date of this Contract.
- 14.2.** The Purchaser shall not have any rights to terminate this Contract by virtue of any non-availability of credit as at the completion date.

15. Building Certificate

Subject to the provisions of Schedule 3 of the Conveyancing (Sale of Land) Regulations, if the Purchaser applies for a building certificate from the local council after the date of this contract and the council after the date of this Contract but before completion:-

- 15.1. makes a work order under any legislation (but not an upgrading or demolition order);
- 15.2. refuses to issue the certificate; or
- 15.3. informs the Purchaser of work to be done before it will issue the certificate; then

the Purchaser shall not make any objection, requisition, claim for compensation, rescind, delay completion nor require the Vendor to do any work to the property.

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the Conveyancing (Sale of Land) Regulations, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

16. Encumbrances

The Purchaser cannot make any claim, objection or requisition or rescind, terminate or delay completion regarding any lease, mortgage or caveat affecting the property and:

- 16.1. will accept an executed discharge of mortgage(s) and withdrawal of caveat(s) at completion in satisfaction of the Vendor's obligation to give an unencumbered title; and
- 16.2. the Vendor will allow the Purchaser the registration fees payable to the land titles office.

The Purchaser must complete this Contract despite any caveat lodged by the Purchaser, or any person claiming an interest through the Purchaser, and the Vendor will not pay any fees in relation thereto.

17. Disclosure

- 17.1. The parties acknowledge and agree that the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties as at the Contract date, notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution of this Contract.

- 17.2.** The Purchaser acknowledges and agrees that in entering this Contract the Purchaser does not rely on any warranty or representation made by the Vendor or any person on behalf of the Vendor except as expressly provided in this Contract or as otherwise implied in this Contract by legislation; and
- 17.3.** The Purchaser acknowledges and agrees that the Purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the Property including, and without limitation to:
- 17.3.1.** the particular use or otherwise to which the Property may be put (including any restrictions applying to that use);
- 17.3.2.** any financial return or income to be derived there from; any service or proposed service to the Property ("service" shall mean and include any water supply, sewerage, drainage, gas, electricity, telephone or other service), being a joint service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any service passing through the Property.

18. Claims for Compensation

Notwithstanding any provisions to the contrary contained in Clauses 7 and 8 of the standard form of Contract the Purchaser acknowledges and agrees that any claim for compensation which exceeds 0.01% of the price in respect of the amount so claimed shall be deemed to be an objection or requisition entitling the Vendor to rescind under Clause 8 of the standard form of Contract.

19. No Lodgement of Caveat

The Purchaser must not lodge a Caveat on the title in respect of any interest of the Purchaser in the property arising out of this Contract or register or attempt to register any other dealing or encumbrance on the title of the property prior to the completion date.

20. Improvements

In respect of any improvements on the land being sold:

- 20.1.** If there is a survey report or building certificate annexed hereto, the Vendor does not warrant the accuracy, completeness, or currency of the report or certificate.

20.2. The Purchasers shall satisfy themselves, and shall be deemed to have satisfied themselves, as to the property's compliance with the requirements of any responsible authority or any restrictions on use whether under the provisions of the Environmental Planning and Assessment Act, as amended, the Local Government Act, as amended, or any other statute ordinance, regulation or registered instrument, whether relating to the zoning, use, construction, limitation or compliance of residential buildings, or any covenant, easement or restriction. The Purchaser warrants that the Purchaser has satisfied themselves in those respects.

The Purchaser cannot make any claim, objection or requisition, rescind, terminate or delay completion in relation to any matter referred to or omitted from, the survey report, or in respect of any improvements erected on the land.

21. Service

In addition to the provisions contained in Clause 20.6 of the printed form of Contract, a notice or document shall be sufficiently served for the purpose of this Agreement if the notice or document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed except where:

- 21.1.** The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made; or
- 21.2.** The time of dispatch is not before 5 pm (Sydney time) on the day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.

22. Completion

Settlement will take place on the PEXA platform unless otherwise notified or required by either party.

23. Transfer

The Purchaser agrees that the transfer will be created in PEXA at least 7 days prior to settlement.

24. Section 10.7 Certificate

The Vendor(s) discloses and the Purchaser(s) acknowledge that the section 10.7 Certificate (2) and (5) annexed to this Contract may not be a current section 10.7 Certificate (2) and (5) certificate. The Purchaser(s) acknowledges this disclosure and shall make no objection, requisitions, and claim for compensation or have any right of rescission in relation to this disclosure.

25. Authority for solicitor / conveyancer to amend contract

- 25.1** Both parties hereby give authority to their legal representative as noted on the front page of this contract to make changes to this contract on their behalf.
- 25.2** Both parties agree all changes made herein have been discussed and clarified either in writing or verbally by their legal representative and agreed to by each party.
- 25.3** Any authorised changes made to this contract will not render this contract invalid.

26. Foreign resident capital gains

- 26.1** The vendor warrants that they are not a Foreign Resident within the meaning of s14-25 of *Schedule 1 of the TA Act*.
- 26.2** The vendor is not liable to provide a clearance certificate or variation in accordance with printed clause 31 where the property value is under \$750,000.00. If the purchase price herein is \$750,000.00 or over, then the vendor agrees to provide a certificate during the settlement period, if not already attached to this contract.

27. Swimming pool or spa (if applicable)

- 27.1** This special condition applies where there is a swimming pool or spa located on the property and included in the sale.
- 27.2** The purchaser acknowledges sighting the attached compliance or non-compliance certificate or occupation certificate.
- 27.3** The purchaser warrants that they are satisfied with the compliance certificate attached to the contract and does not require any further information or documentation in this regard.

- 27.4** The purchaser warrants that they will comply with the requirements of the non-compliance certificate (if attached) within the terms of the certificate, failing which, they will be solely responsible for any costs, claims, fines or otherwise associated with the non-compliance.

28. Adjustments on Settlement

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

29. Foreign Persons

The Purchaser warrants to the Vendor that:

- 29.1.** If the Purchaser is a natural person s/he is an ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and
- 29.2.** Whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the foreign Acquisitions and Takeovers Act 1975 and is not examinable by the Foreign Investment Review Board.

30. Christmas Recess

- 30.1.** In the event that the date for completion pursuant to the Contract is due to occur on or after 23 December 2024 and on and before 14 January 2025 (inclusive) ('Christmas Period') the parties acknowledge that such completion will be delayed until 15 January 2025 or such other date after 15 January 2025 as may be agreed upon between the parties legal representatives; and neither party shall be entitled to any penalty, objection and/or claim for compensation as a result of the delay in completion between 23 December 2024 and 14 January 2025.
- 30.2.** The parties agree that a Notice to Complete that is issued during the Christmas Period or that requires completion during the Christmas Period, cannot require completion to occur before 15 January 2025 however, the provisions of special condition 12 still apply.

- 30.3. If there is further delay in the matter, causing completion to occur after 15 January 2025 then each party's rights pursuant to the Contract of Sale remain effective from that date.

31. Covid-19 : Coronavirus ('Covid-19 Virus')

Prior to completion, should either party contract the Covid-19 Virus and be required to self-isolate within the property, or be required to care for an immediate family household member who has contracted the Covid-19 Virus and is required to self-isolate within the property ('Affected Party') then the parties agree that the following provisions shall apply:

- 31.1. The other party cannot issue a Notice to Complete or charge any penalties on the Affected Party until such time that the Affected Party has been medically cleared in writing by a general practitioner or other specialist and permitted to leave the property; and
- 31.2. The Affected Party must provide written evidence of the need for isolation immediately upon diagnosis or direction; and
- 31.3. The parties agree that completion shall take place within seven (7) days from the date from which the Affected Party is party is permitted to leave the property.

32. Guarantee and Indemnity by the Director(s) of the Purchaser – If applicable

32.1. Definitions:

- (a) Guaranteed moneys means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with this Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.
- (b) Guarantors means the directors of the company or the beneficiaries of the trust as named in this Contract (as the case may be).

32.2. Guarantee:

- (a) If the Purchaser is a:

- (i) company including a company purchasing the Property as trustee of a trust; or
- (ii) trustee without a corporate trustee;
- the Guarantors, _____ and _____ hereby jointly and severally guarantee the due and punctual performance by the Purchaser of all its obligations under this Contract.
- (b)** The Guarantors give this guarantee and indemnity in consideration of the Vendor, at the request of the Guarantors, entering into this Contract.
- (c)** The Guarantors unconditionally and irrevocably guarantee payment to the Vendor of the Guaranteed Moneys.
- (d)** If the Purchaser does not pay the Guaranteed Moneys on time and in accordance with the terms of this Contract, then the Guarantors agree to pay the Guaranteed Moneys to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.
- (e)** As a separate undertaking, the Guarantors indemnify the Vendor against all Claims arising from and any costs, charges or expenses incurred in connection with the Guaranteed Moneys not being recoverable from the Guarantors under clauses (c) and (d) or from the Purchaser because of any circumstances whatsoever.
- (f)** This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Moneys and other money payable under this guarantee and indemnity. The Guarantors waive any right which they have of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantors under this guarantee and indemnity.
- (g)** The liabilities under this guarantee and indemnity of the Guarantors are as 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 Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
 - ii. acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or

- iii. any variation or novation of a right of the Vendor, or alteration of this Contract or a document, in respect of the Purchaser; or
 - iv. Obligations owed by other people with respect to this Contract, including other security providers, are invalid or cannot be enforced by the Vendor; or
 - v. The Vendor accepting an earlier breach of the Contract by the Purchaser; or
 - vi. The Vendor failing to exercise its rights on a previous occasion; or
 - vii. The death or bankruptcy or winding up of the Purchaser or the Guarantor; or
 - viii. The disclaimer of the Contract following the Purchaser's insolvency; or
 - ix. The Purchaser's liability under the Contract being or becoming invalid, illegal or unenforceable, including through any act, omission or legislation.
- (h) As long as the Guaranteed Moneys or other moneys payable under this guarantee and indemnity remains unpaid, the Guarantors may not, without the consent of the Vendor:
- i. in reduction of their liability under this guarantee and indemnity raise a defence, set off or counter claim available to them or the Purchaser against the Vendor or claim a set off or make a counter claim against the Vendor; or
 - ii. make a claim or enforce a right (including without limitation, a mortgage, charge or other encumbrance) against the Purchaser or its Property; or
 - iii. prove in competition with the Vendor if a liquidator, provisional liquidator or official manager is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay 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 moneys or other money payable under this guarantee and indemnity.
- (i) The Guarantors represent and warrant that their obligations under this guarantee and indemnity are valid and binding and that they do not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

32.3. This clause is an essential term of this Contract.

Signed sealed and delivered by the Guarantor(s) in the presence of:

.....
Signature of Guarantor

Signature of Witness

.....
Print full name of Guarantor

Print full name of Witness

.....
Signature of Guarantor

Signature of Witness

.....
Print full name of Guarantor

Print full name of Witness

33. Levies (Strata & Community Title) – If applicable

Notwithstanding clause 23.6 of the printed form of Contract, the Purchaser acknowledges that the Vendor will not be liable for the payment of any special levies owed to the owners corporation at the date of this Contract, or accrued thereafter.

34. GST

- 34.1.** In this condition "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST ACT") and the terms used have the meanings as defined in the GST Act.
- 34.2.** The Purchaser warrants that on and after completion of this Contract the property will be used by the Purchaser predominantly for residential accommodation;
- 34.3.** The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right shall not merge on completion.
- 34.4.** In the event of the Vendor being registered for GST, because of the Purchaser's failure to comply with the terms of this condition, then the Purchaser agrees to pay

to the Vendor, within fourteen (14) days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner of Taxation, the amount of the GST, including any additional penalty and interest.



FOLIO: 10/SP80981

SEARCH DATE	TIME	EDITION NO	DATE
14/3/2024	3:52 PM	2	14/2/2011

LAND

LOT 10 IN STRATA PLAN 80981
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

GERNOT TEUFEL (T AG60803)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP80981

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP80981

SEARCH DATE	TIME	EDITION NO	DATE
14/3/2024	3:52 PM	10	25/9/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 80981
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP80981

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 80981
ADDRESS FOR SERVICE OF DOCUMENTS:
178-184 PACIFIC PARADE
DEE WHY
NSW 2099

SECOND SCHEDULE (7 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- C763251 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1125828 EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- SP80981 RESTRICTION(S) ON THE USE OF LAND
- SP80981 POSITIVE COVENANT
- AN901201 INITIAL PERIOD EXPIRED
- AT459239 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 80981

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	488	2	431	3	488	4	477
5	422	6	483	7	534	8	494
9	494	10	517	11	517	12	517
13	517	14	546	15	661	16	690
17	862	18	862				

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP80981

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

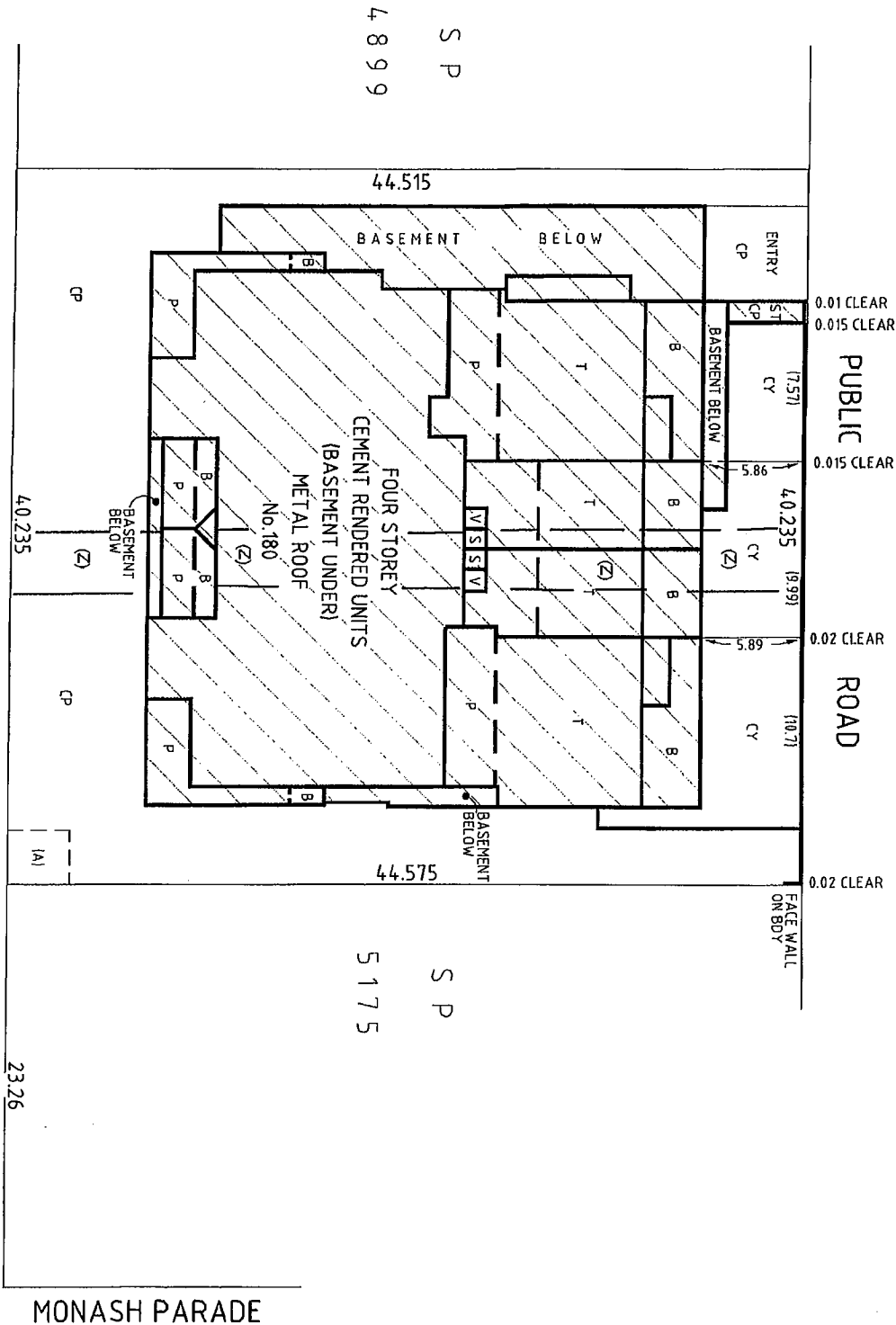
24161

PRINTED ON 14/3/2024

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

LOCATION PLAN

MGA



PACIFIC PARADE

MONASH PARADE

- └─ DENOTES RIGHT ANGLE
- B - BALCONY
- CP - COMMON PROPERTY
- CY - COURTYARD
- P - PERGOLA (COMMON PROPERTY)
- T - TERRACE
- S - STORAGE
- ST - STAIRS

(A) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES
 (DP 1125828)

(Z) COVENANT - C769251

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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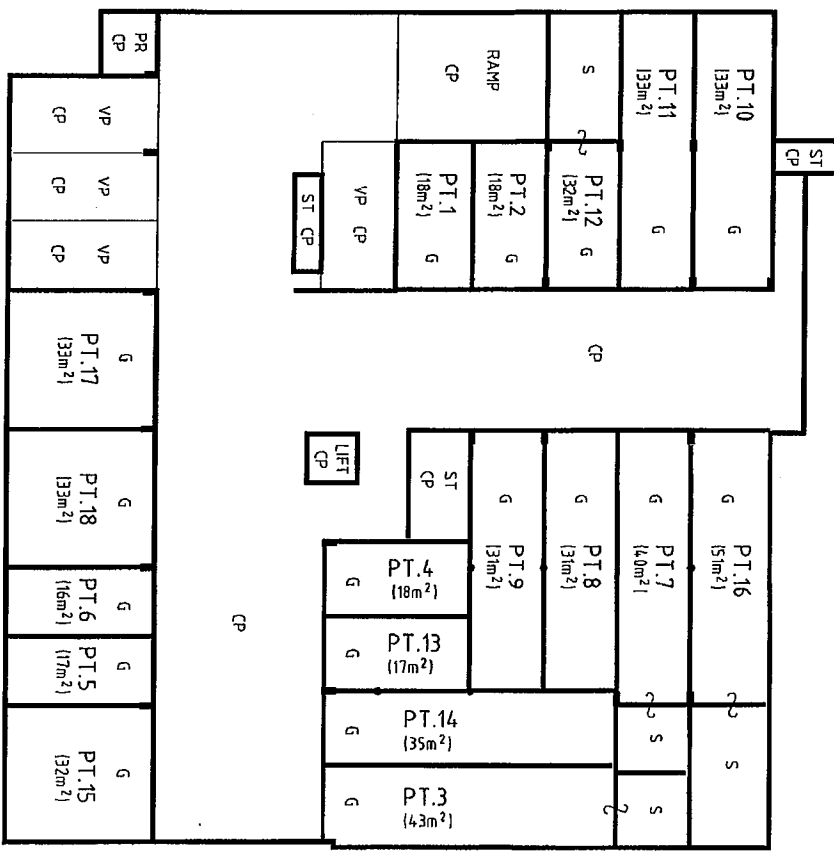
Surveyor: ROBERT WILLIAM GALTON
 Surveyor's Ref: 7019
 Subdivision No: 1931/2008
 Lengths are in metres. Reduction Ratio 1: 250

Registered
 28.7.2008

SP80981

BASEMENT LEVEL

MGA



- CP - COMMON PROPERTY
 G - GARAGE
 PR - PUMP OUT ROOM
 S - STORAGE AREA
 ST - STAIRS
 VP - VISITOR PARKING

NOTES:
 - ALL AREAS ARE APPROXIMATE.

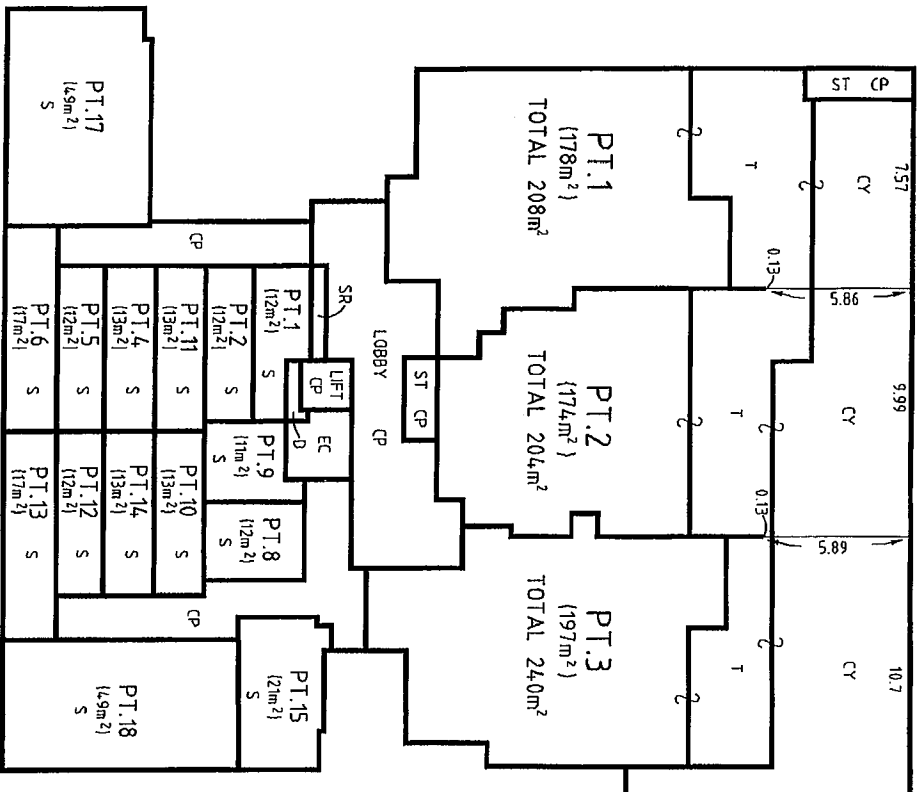
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

Surveyor: ROBERT WILLIAM GALTON Surveyor's Ref: 7019 Subdivision No: 1931/2008 Lengths are in metres. Reduction Ratio 1:200	Registered 28.7.2008	SP80981
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LOWER GROUND FLOOR

MGA



- CY - COURTYARD
- EC - ELECTRICAL CUPBOARD (COMMON PROPERTY)
- ST - STAIRS
- SR - SERVICES (COMMON PROPERTY)
- CP - COMMON PROPERTY
- T - TERRACE
- S - STORAGE AREA
- D - DUCTING (COMMON PROPERTY)

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE STRATUM OF THE TERRACES AND COURTYARD IS LIMITED TO 2.3 ABOVE ITS RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----	-----

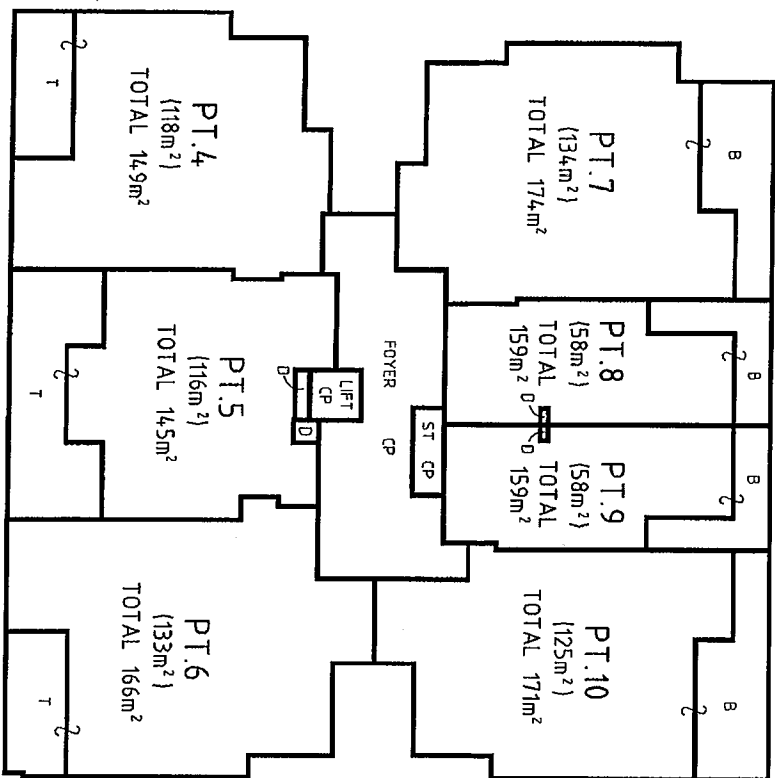
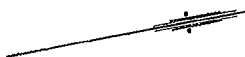
Surveyor: ROBERT WILLIAM GALTON
 Surveyor's Ref: 7019
 Subdivision No: 1931/2008
 Lengths are in metres. Reduction Ratio 1: 200

Registered
 28.7.2008

SP80981

GROUND FLOOR

MGA



- B - BALCONY
- CP - COMMON PROPERTY
- D - DUCT (COMMON PROPERTY)
- T - TERRACE
- ST - STAIRS

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE STRATUM OF THE BALCONIES AND TERRACES IS LIMITED TO 2.3 ABOVE THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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Surveyor: ROBERT WILLIAM GALTON
 Surveyor's Ref: 7019
 Subdivision No: 1931/2008
 Lengths are in metres. Reduction Ratio 1:200



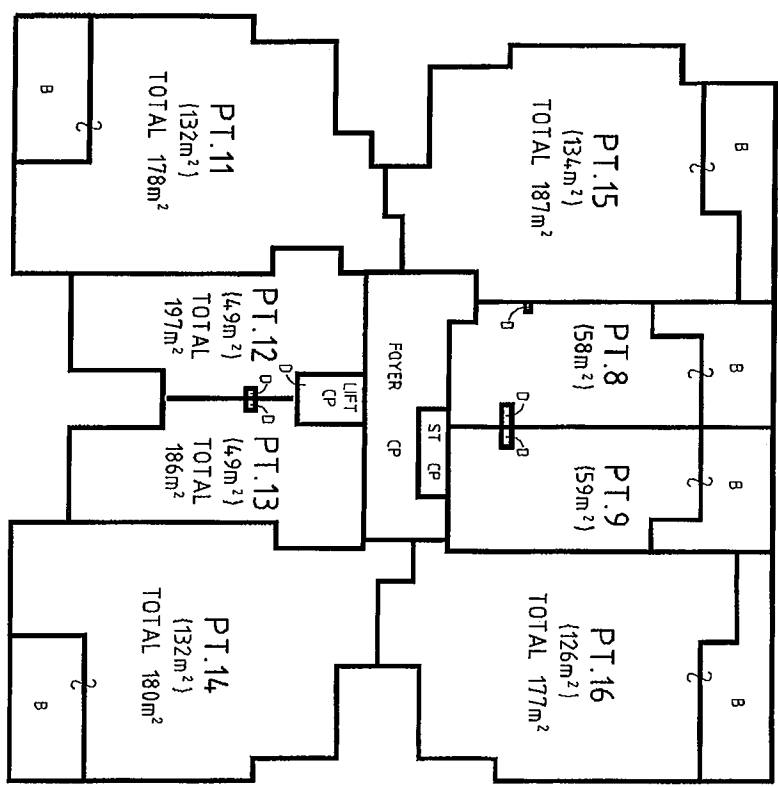
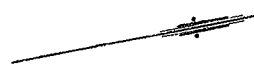
Registered

28.7.2008

SP80981

FIRST FLOOR

MGA



- B - BALCONY
- CP - COMMON PROPERTY
- D - DUCT (COMMON PROPERTY)
- ST - STAIRS

NOTES:

- ALL AREAS ARE APPROXIMATE
- THE STRAFTUM OF THE BALCONIES IS LIMITED TO 2.3 ABOVE ITS RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED.

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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Table of mm

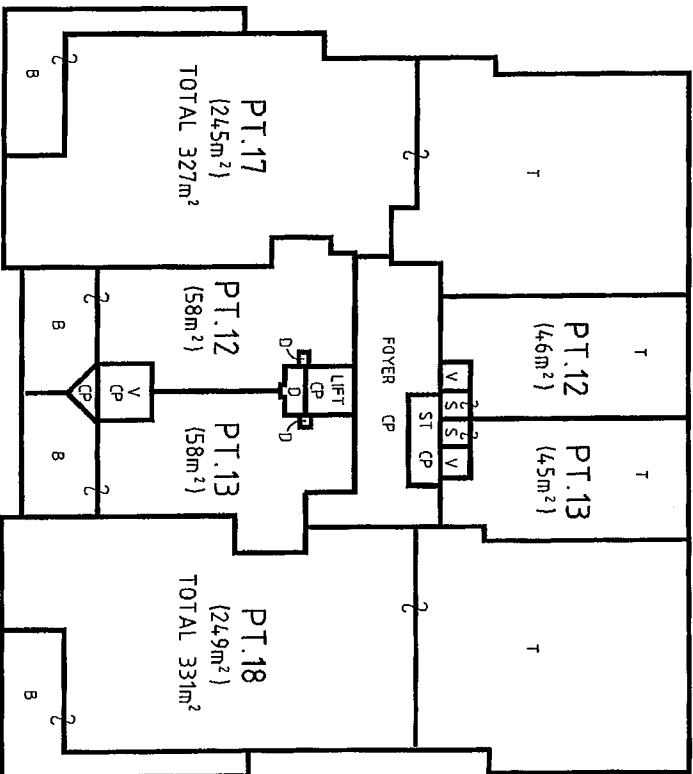
Surveyor: ROBERT WILLIAM GALTON
 Surveyor's Ref: 7019
 Subdivision No: 1931/2008
 Lengths are in metres. Reduction Ratio 1: 200

Registered
 28.7.2008

SP80981

SECOND FLOOR

MGA



- B - BALCONY
- CP - COMMON PROPERTY
- D - DUCT (COMMON PROPERTY)
- T - TERRACE
- S - STORAGE
- ST - STAIRS
- V - VOID (COMMON PROPERTY)

NOTES:

- ALL AREAS ARE APPROXIMATE.
- THE STRATUM OF THE BALCONIES AND TERRACES IS LIMITED TO 2.3 ABOVE THEIR RESPECTIVE FLOOR SURFACE EXCEPT WHERE COVERED
- ALL PERGOLAS ARE COMMON PROPERTY

110 120 130 140 150 Table of mm

Surveyor: ROBERT WILLIAM GALTON
 Surveyor's Ref: 7019
 Subdivision No: 1931/2008
 Lengths are in metres. Reduction Ratio 1: 200

Registered
 28.7.2008

SP80981

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

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

The Owners - Strata Plan No 80981
 178-184 PACIFIC PARADE
 DEE WHY NSW 2099

SP80981

Registered:  28.7.2008

Purpose: STRATA PLAN

PLAN OF SUBDIVISION OF LOT 1
 DP 1125828

Residential Model by-laws adopted for this scheme
KEEPING OF ANIMALS: OPTION B
~~* Schedule of By-laws in _____ sheets filed with plan -~~
~~* No By-laws apply -~~
 * strike out whichever is inapplicable

Strata Certificate

* Name of Council* Accredited Certifier WARRINGAH COUNCIL
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approve of the proposed:

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

illustrated in the annexure to this certificate.

- * The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~* The strata plan/strata plan of subdivision is part of a development scheme. The council* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
- * The Council does not object to the encroachment of the building beyond the alignment of
- * The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.
- * This approval is given on the condition that the use of lot (s).....
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of ~~the Strata Schemes (Leasehold Development) Act 1986.~~

LGA: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Surveyor's Certificate

I, Robert William Galton
 of BARRIE GREEN AND ASSOCIATES
P.O.BOX 3342 DURAL, NSW, 2158

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

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

Signature: Robert W Galton

Date: 17 June 2008

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

Date 7 July 2008

Subdivision No. 1931/2008

Accreditation No.

Relevant Development Consent No. 2002/0740

Issued by WARRINGAH COUNCIL

[Handwritten Signature]

Authorised Person/General Manager/Accredited Certifier

* Complete or delete if applicable.

SURVEYORS REFERENCE: 7019

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

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1
 DP 1125828

SP80981

Registered:  28.7.2008

Strata Certificate Details: Subdivision No: 1931/2008 Date: 7 July 2008

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

LOT No.	ENTITLEMENT	LOT No.	ENTITLEMENT
1	488	10	517
2	431	11	517
3	488	12	517
4	477	13	517
5	422	14	546
6	483	15	661
7	534	16	690
8	494	17	862
9	494	18	862
		AGGREGATE	10000

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, IT IS INTENDED TO CREATE:-

- (1) RESTRICTION ON THE USE OF LAND
- (2) POSITIVE COVENANT



in
 DIRECTOR

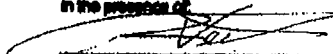
Josephine Chika
 SECRETARY.

EXECUTED by BANK OF WESTERN AUSTRALIA LTD
 ACN 22 050 494 454

EXECUTED by BANK OF WESTERN AUSTRALIA LTD.
 A.C.N. 22 050 494 454 by its Attorneys:

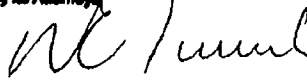
and

its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of


 An Officer of the Bank

No. 4305 959

BANK OF WESTERN AUSTRALIA LTD
 by its Attorneys



Signature

WILSON FERNANDEZ
 SENIOR BUSINESS DEVELOPMENT MANAGER

Name and Title (please print)

SURVEYORS REFERENCE: 7019

* OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1977.

Lengths are in metres.

(Sheet 1 of 4 sheets)

PLAN **SP80981**

Subdivision of Lot 1 DP1125828 covered by Subdivision Certificate No. of

Full name and address of the proprietors of the land.

Chiha Pty Limited
P.O. BOX 387,
PENNANT HILLS NSW 1715

Full name and address of the mortgagees of the land.

Perpetual Trustees Company Limited
39 Hunter Street, Sydney 2000

PART 1

1 Identity of Restriction firstly referred to in the abovementioned plan.

Restriction on the Use of Land under Section 88B of the Conveyancing Act, 1919

Schedule of Lots etc. affected.

Lots burdened
Common Property

Name of Authority benefited
Warringah Shire Council

2. Identity of Positive Covenant secondly referred to in the abovementioned plan.

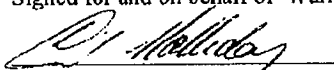
Positive Covenant under Section 88B of the Conveyancing Act, 1919

Schedule of lots etc. affected.

Lots burdened
Common Property

Name of Authority benefited
Warringah Shire Council

Signed for and on behalf of Warringah Council



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1977.

Lengths are in metres.

(Sheet 2 of 4 sheets)

SP80981

PART 2

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

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

- I. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.
- II. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.
- III. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88B(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 detailed on the plans approved by Council No: DA2002/0740 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

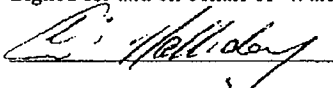
Name of Authority having the power to release vary or modify the Restriction firstly referred to is
Warringah Shire Council

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

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

- I. The registered proprietor will:
 - i. keep the system 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

Signed for and on behalf of Warringah Council



Authorised Officer

e-plan

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON USE OF LAND AND
POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD
DEVELOPMENT) ACT 1977.

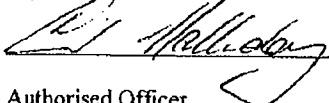
SP80981

Lengths are in metres.

(Sheet 3 of 4 sheets)

- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council 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 materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, 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 costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- VI. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

Signed for and on behalf of Warringah Council



Authorised Officer

e-plan

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS ON USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1977.

Lengths are in metres.

(Sheet 4 of 4 sheets)

SP80981

Name of Authority having the power to release vary or modify the Positive Covenant secondly referred to is Warringah Shire Council

The Common Seal of Chiha Pty Limited was hereunto affixed by resolution of the Directors in the presence of:



Director

Josephine Chiha
Secretary

~~BANK OF WESTERN AUSTRALIA LTD~~
~~PERPETUAL TRUSTEES COMPANY LIMITED~~

ACN 22 050 494 454

No. 4305959

EXECUTED by BANK OF WESTERN AUSTRALIA LTD.
A.C.N. 22 050 484 454 by its Attorneys:

and

Its duly constituted Attorneys under Power of Attorney No. 4305 959 dated 10th April 2001 who at the date hereof had no notice or revocation of such Power of Attorney in the presence of:

[Signature]
An Officer of the Bank

BANK OF WESTERN AUSTRALIA LTD
by its Attorney:

[Signature]

Signature

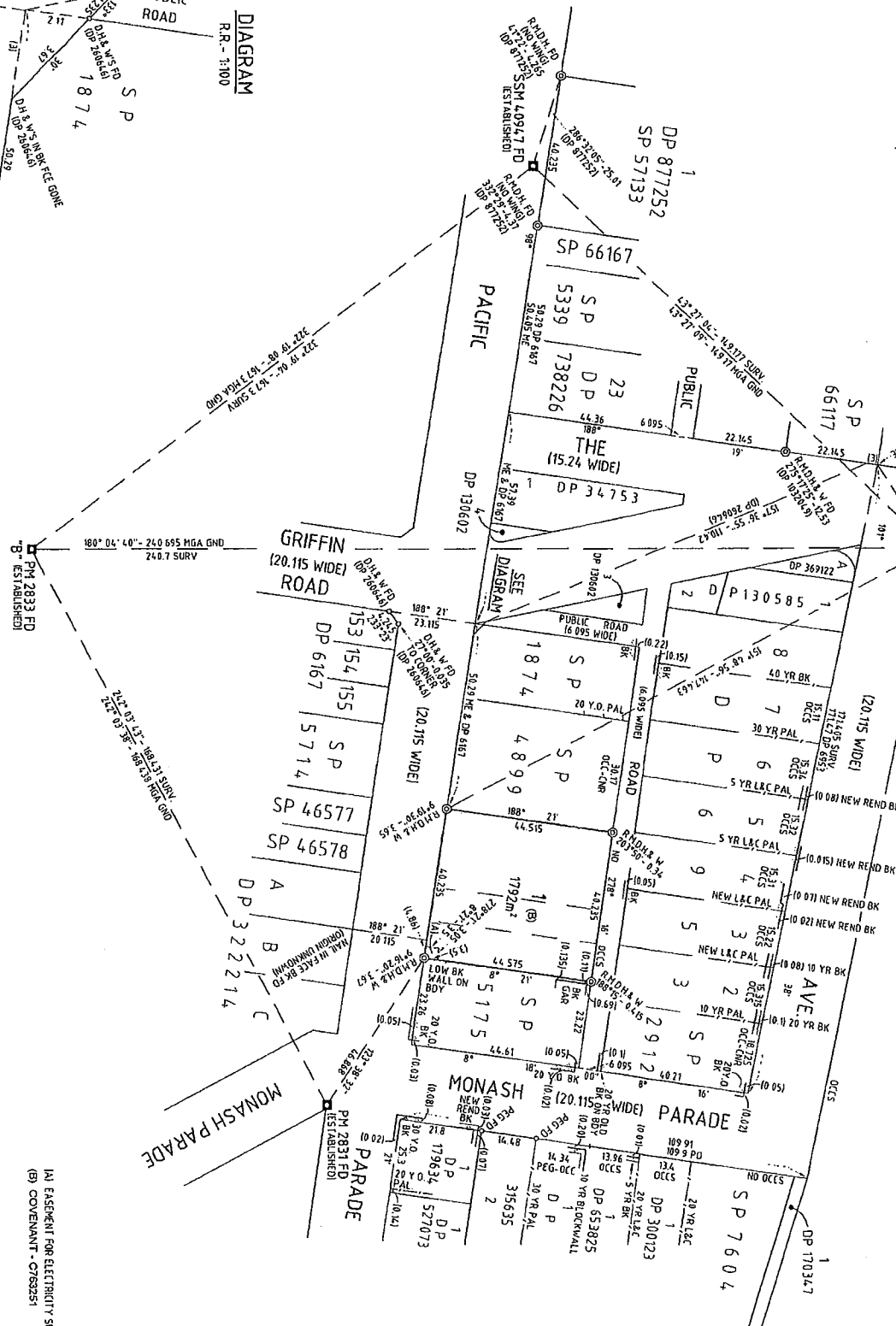
WILSON FERNANDEZ
SENIOR BUSINESS DEVELOPMENT MANAGER

Name and Title (please print)

Signed for and on behalf of Warringah Council

[Signature]
Authorised Officer

REGISTERED  28.7.2008



SURVEYING REGULATION ZONE - CLAUSE 32 (2)				
MARK	HEA CO-ORDINATES - ZONE 56	NORTHING	EASTING	CLASS ORDER
PM 2831	342 368.13	6 363 556.554		8
PM 2832	342 370.360	6 363 473.644		2
PM 2833	342 378.567	6 363 378.312		2
PM 2834	342 377.085	6 363 303.033		2
SSM 43847				9
SSM 43847				2

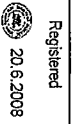
LAND AND PROPERTY INFORMATION NSW - SCMS
SOURCE
14th DECEMBER 2007
(COMBINED SCALE AND SEAL LEVEL CORRECTION - 4.99995)

IAI EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES
(B) COVENANT - C763251

Surveyor: ROBERT WILLIAM GALTON
Date of Survey: 21-12-2007
Surveyor's Ref: 7019

PLAN OF CONSOLIDATION OF
LOTS 24, 25, 26 & 27 DP 6167

LGA: WARRINGAH
Locality: DEE WHY
Subdivision No:
Lengths are in metres. Reduction Ratio 1:800



DP1125828

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE :-

- (1) EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES

FOR SIGNATURES AND SEALS USE DEPOSITED PLAN ADMINISTRATION SHEET NUMBER 2.

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown hereon have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:


the proposed.....set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable

DP1125828

Registered:  20.6.2008
 Title System: TORRENS
 Purpose: CONSOLIDATI

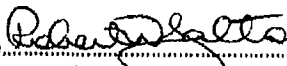
PLAN OF OF CONSOLIDATION OF LOTS 24,25,26 & 27 DP 6167

LGA: WARRINGAH
 Locality: DEE WHY
 Parish: MANLY COVE
 County: CUMBERLAND

Surveying Regulation, 2006

I,.....**ROBERT WILLIAM GALTON**.....
 of.....**BARRIE GREEN AND ASSOCIATES**.....
 P.O.BOX 3342 DURAL, NSW, 2158
 a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on:.....**21-12-2007**.....

The survey relates to
**LOT 1**.....
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature..........Dated...**13/03/08**...
 Surveyor registered under the Surveying Act, 2002
 Datum Line:....."A"-"B".....
 Type: Urban/Rural-

Plans used in the preparation of survey/compilation

- DP 6167
- DP 6953
- DP 260646
- DP 877252
- DP 1032049

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: **7019**

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

**PLAN OF OF CONSOLIDATION OF
 LOTS 24,25,26 & 27 DP 6167**

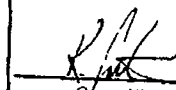
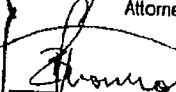
DP1125828

Registered:  20.6.2008

Subdivision Certificate No:

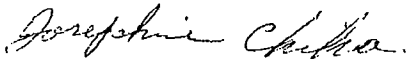
Date of Endorsement:

SIGNED SEALED AND DELIVERED
 for and on behalf of EnergyAustralia
 by KATHERINE MARGARET GUNTON
 its duly constituted Attorney pursuant
 to Power of Attorney registered
 Book 4528 No. 401


 Attorney

 Witness



JOSEPH CHIHA DIRECTOR.



JOSEPHINE CHIHA SECRETARY

ABN 18000804900

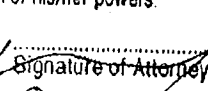
Signed in my presence for and on behalf of Perpetual Trustee Company Limited (A.C.N. 000 001 007) by its Attorneys Christopher Ringland and Emma Kathryn Tetley who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12/3/2008 (Registration No. 4352/443) and that he/she has no notice of the revocation of his/her powers.

Signature of Witness
Shant Nazarian

Full name of Witness

Account Executive
 Level 12 Angel Place
 123 Pitt Street Sydney
 NSW 2000 (02) 9229 9000

Signature of Attorney


 Signature of Attorney

Manager

* OFFICE USE ONLY

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
 CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.**

ePlan
 (Sheet 1 of 3 sheets)

Plan: DP1125828

Plan of **CONSOLIDATION OF LOTS 24, 25,
 26 & 27 IN DP 6167**

**Full Name and Address of the
 Registered Proprietor of the Land:**

**CHIHA PTY. LIMITED
 P.O. BOX 387,
 PENNANT HILLS NSW 1715**

**Full name and address of the
 mortgagees of the land.**

Perpetual Trustees Company Limited
 39 Hunter Street, Sydney.

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Electricity Substation Purposes	Lot 1 in Deposited Plan	EnergyAustralia ABN 67 505 337 385

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION PURPOSES

- 1 Full right leave liberty and licence over that part of the lot burdened (hereinafter referred to as the "said land") for EnergyAustralia its agents servants and workmen to:
 - 1.1 erect construct and place repair inspect maintain and remove electricity substation premises; and
 - 1.2 lay down erect construct and place repair renew inspect maintain and remove underground/overhead electric mains cables and other apparatus for the transmission of electric current and for purposes incidental thereto through under or over the said land; and also
 - 1.3 the free and uninterrupted passage of electricity and apparatus thereto appertaining through under and over the said land and the said electricity substation and electric mains when constructed.

SIGNED FOR AND ON BEHALF OF
 CHIHA PTY LIMITED

Josephine Chika

REGISTRATION NUMBER

SIGNED FOR AND ON BEHALF OF
 ENERGYAUSTRALIA

[Signature]

REGISTRATION NUMBER

ePlan
(Sheet 2 of 3 sheets)

Plan: DP1125828

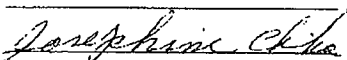
**Plan of CONSOLIDATION OF LOTS 24, 25,
26 & 27 IN DP 6167**

- 2 TOGETHER WITH power for Energy Australia its servants agents and workmen either with or without vehicles of all descriptions to enter into and upon the said land or any part thereof for the purposes aforesaid or any of them and to make all necessary excavations for cables or other apparatus in the said land or any part thereof.
- 3 AND TOGETHER WITH FULL right leave liberty and licence to cut and trim tree roots branches or other growths and foliage which now or at any time hereafter may overhang or encroach on or are now growing or may grow in or on the said land.
- 4 PROVIDED THAT except where EnergyAustralia in the course of exercising its rights hereunder removes damages breaks down or destroys any existing fence or fences on the said land EnergyAustralia shall not be under any obligation or in any way be bound to erect place or maintain any fence or fences on the boundaries or any other part or parts of the said land.
- 5 AND the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said electricity substation and cables and other apparatus or interfere with the free flow of electric current through under and over the said land AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the cost to EnergyAustralia of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid.
- 6 AND EnergyAustralia hereby covenants with the Registered Proprietor of the lot burdened that it will save harmless and indemnify it or them from and against any and all loss and damage whatsoever occasioned by the negligent use or abuse of electric current or cables and other apparatus for the transmission of electric current or of the rights hereby created by any person or persons employed by or acting or claiming under EnergyAustralia and that EnergyAustralia will at its own costs and charge pay for all damage and injury arising to the Registered Proprietor of the lot burdened or to any person or persons in consequence of any breach or non-observance of this covenant.
- 7 AND FURTHER the Registered Proprietor of the lot burdened covenants with EnergyAustralia that it will not without the consent of EnergyAustralia alter or permit to be altered the existing levels of the said land nor will it without the like consent erect or permit to be erected any structure on above or below the said land.

Name of Authority Empowered to Release Vary or Modify the easement numbered 1 in the Plan

EnergyAustralia

SIGNED FOR AND ON BEHALF OF
CHIHA PTY LIMITED



SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA



Plan: DP1125828

Plan of **CONSOLIDATION OF LOTS 24, 25,
26 & 27 IN DP 6167**



ABN 18000804900

SIGNED SEALED AND DELIVERED for and)
on behalf of **CHIHA PTY. LIMITED** by)

Josephine Chiha
Director/Secretary

.....
Director

JOSEPHINE CHIHA.....
Name (please print)

JOSEPH CHIHA.....
Name (please print)

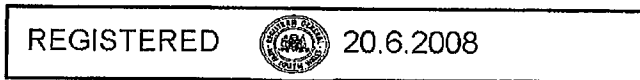
SIGNED SEALED AND DELIVERED for)
and on behalf of **ENERGYAUSTRALIA** by)
KATHERINE MARGARET GUNTON)
its duly constituted Attorney pursuant to)
Power of Attorney registered Book 4528)
No. 401 in the presence of:)

K/G
.....
Attorney

Thomas
.....
Witness

.....
BRIOCLET ANNAE THOMSON
Name of Witness

.....
Address



Perpetual Trustee Company Limited

Signed in my presence for and on behalf of Perpetual Trustee Company Limited (A.C.N. 000 001 007) by its Attorneys Christopher Ringland Team Leader and Emma Kathryn Teitley who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12.8.12 (Registration No. 63421443) and that he/she has no notice of the revocation of his/her powers.

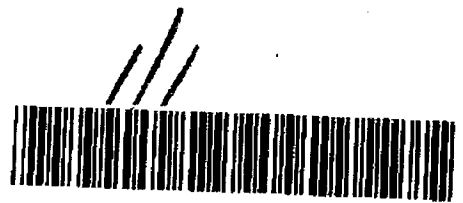
.....
Signature of Witness

Christopher Ringland
.....
Signature of Attorney

.....
Shant Nazarian.....
Full name of Witness

Emma Kathryn Teitley
.....
Signature of Attorney Manager

Account Executive
Level 12 Angel Place
123 Pitt Street Sydney



AN901201P

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) **TORRENS TITLE** For the common property
CP/SP80981

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any 758D LRP: 132579W SYDNEY LEGAL AGENTS - INFOTRACK 132579W	CODE
268D	Reference: 02184 AB KAREN / 966247	CH

(C) The Owners-Strata Plan No. 80981 certify that a special resolution was passed on 19 September 2018 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-LAWS 10 & 11
Amended by-law No. NOT APPLICABLE

as fully set out below:

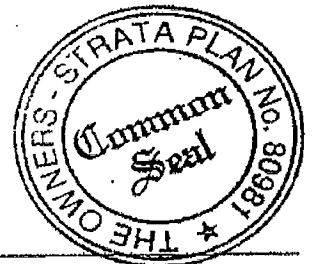
SPECIAL BY-LAW 10 AS SET OUT IN ANNEXURE A AT PAGE 21 21
SPECIAL BY-LAW 11 AS SET OUT IN ANNEXURE A AT PAGES 22 TO 28
21 22 28

(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.

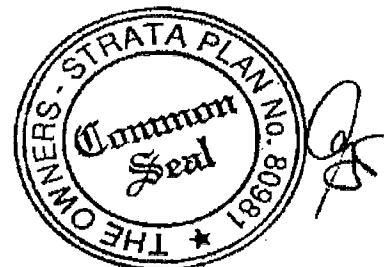
(G) The seal of The Owners-Strata Plan No. 80981 was affixed on 15-11-2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Handwritten Signature]
Name: Charles Wiggins
Authority: Strata Manager

Signature: _____
Name: _____
Authority: _____



Consolidated By-Laws for Strata Plan No. 80981



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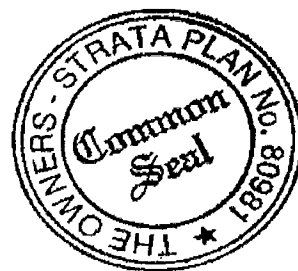
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Handwritten signature or initials, possibly "JF", written in black ink to the right of the circular seal.

Consolidated by-laws SP80981

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

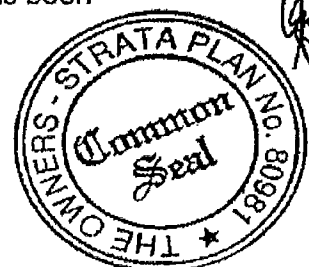
4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under 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 device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.



(5) Despite section 62 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 or structure 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

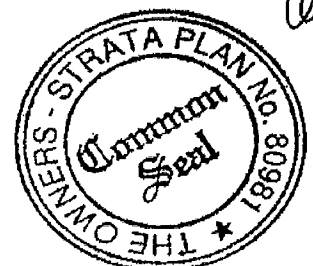
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

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 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 and surfaces

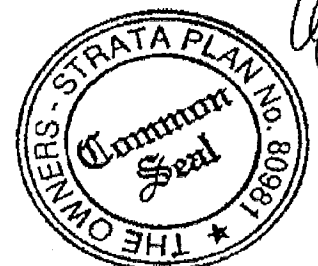
- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed 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 must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (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.

16 Keeping of animals (amended 28 October 2009)

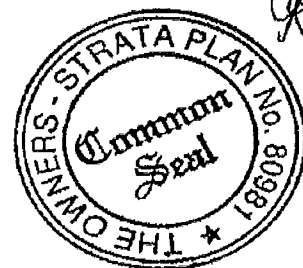
- (1) Subject to section 49(4), and owner or occupier of a lot must not keep any animals on the lot or the common property.

17 Appearance of lot

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

18 Change in use of lot to be notified

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



19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in 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.

20 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 must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-law 1 – Air Conditioners (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 6 and 14 be given special privilege to locate air conditioners on the common property adjacent to their units (position to be approved by owners corporation).

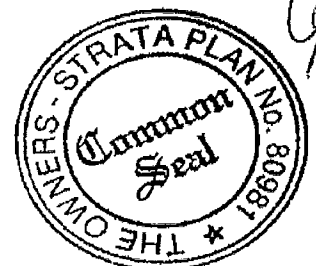
Installation is conditional on the owner/occupier being solely responsible for all installation costs, rectification costs where the garden has been affected, upkeep, maintenance or replacement and all other costs relating to and including installation.

Special By-law 2 – Awnings (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 1, 2 and 3 be given special privilege to erect an awning, providing it is in keeping with the awning installed at lot 3 at the 11th March 2009 and meet the following criteria: manufacturer: Aluxor Awning Systems; model: stratos1, folding arm; colour: DC6082-grey; non motorised

Installation is conditional on the owner/occupier being solely responsible for all installation costs, upkeep, maintenance or replacement and all other costs relating to and including installation.

For any other system, configuration, or modifications to an existing awning, approval from the Executive Committee must be obtained.



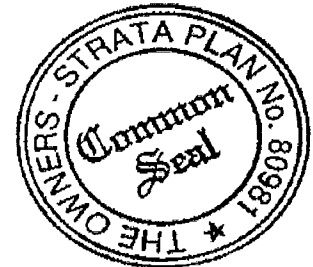
Special By-law 3 – Exclusive Use Garden Area (passed 28 October 2009)

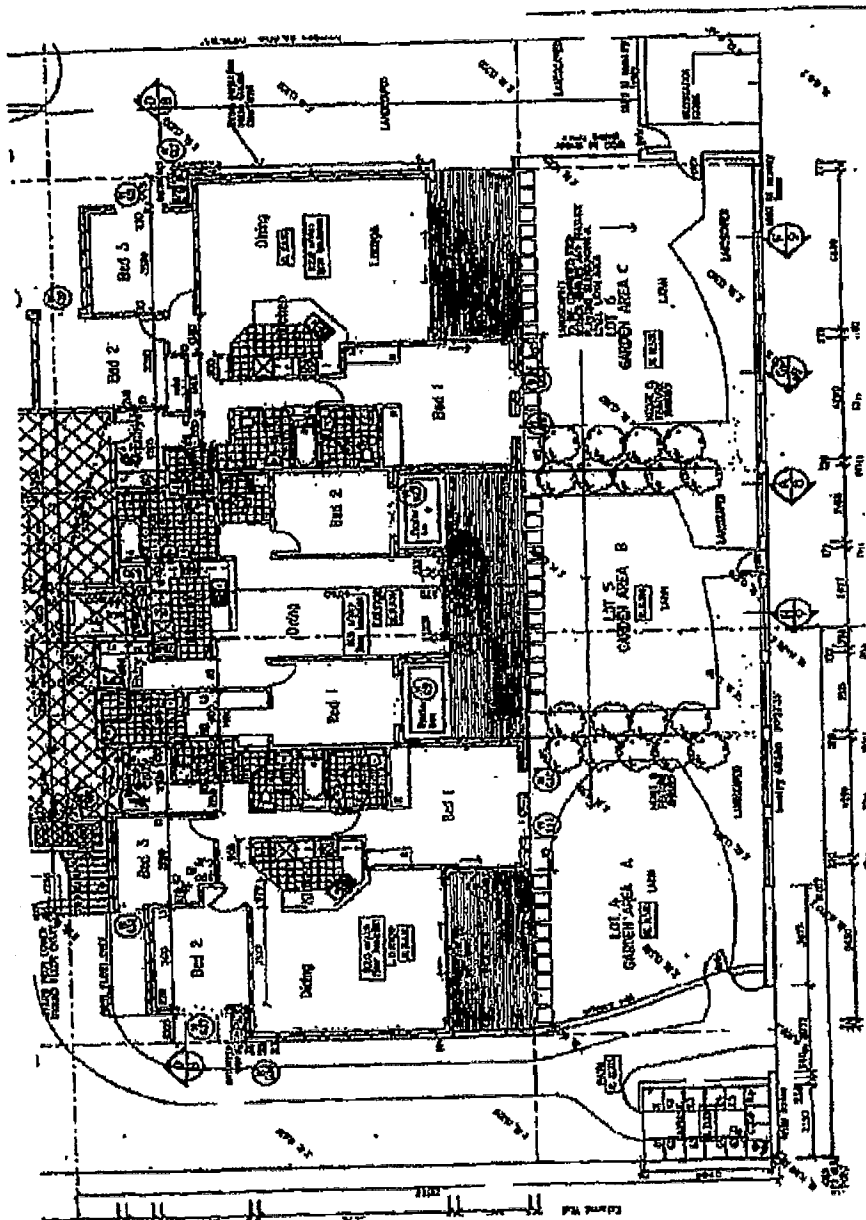
- (1) The Owner for the time being of the following lots is entitled to the exclusive use and enjoyment of that part of the common property set out below ("Garden Area") designated on the Plan annexed hereto and marked "A" on the terms and conditions set out in this By-Law.

<u>Lot</u>	<u>Garden Area</u>
4	A
5	B
6	C

- (2) The Owner of a Lot who is entitled to the exclusive use and enjoyment of the Garden Area shall:

- (a) be responsible at his own cost and expense for the proper maintenance and upkeep of the Garden Area, failing which the Owner's Corporation shall be entitled to enter on the Garden Area and maintain it at the expense of the Owner.
 - (b) indemnify and keep indemnified the Owner's Corporation against any sum payable by the Owner's Corporation by way of increased insurance premium as a direct or indirect result of the use of the Garden Area;
 - (c) indemnify and keep indemnified the Owner's Corporation against all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation and arising directly or indirectly from the use of the Garden Area.
- (3) The Owner must not erect any structure on the Garden Area without the prior written approval of the Owner's Corporation.





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Special By-law 1 – Flooring (passed 21 July 2010)

- (1) An owner of a lot must not install tiles, timber, concrete, terrazzo or other hard surface flooring ("hereinafter called "hard flooring") in any room within the lot other than in a kitchen, laundry or bathroom, without obtaining prior written approval of the Executive Committee, which written approval shall not be given unless the owner complies with the following conditions:
 - (a) that sound insulation underlay is installed below the hard flooring so that sound transmission readings that do not exceed L'nT,w of 50dB are achieved when measured in accordance with International Standard ISO 140-7 and

rated in accordance with ISO 717.2 or such international standard that supersedes that standard, where $L'_{nT,w}$ is the weighted standardised impact sound pressure level; and

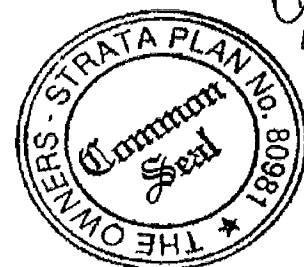
- (b) that the owner maintains and repairs the underlay and the hard flooring and renews or replaces it when necessary so as to keep it in a state of good and serviceable repair.
- (2) Any underlay and hard flooring installed by a Lot owner shall not form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (3) Any underlay or flooring that had been installed as at the date of registration of the Strata Plan shall form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (4) In the event that the owner fails to comply with conditions 1(a) and/or (b) above after being requested in writing to do so by the Owners Corporation, the Owners Corporation shall be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work by its servants, agents or contractors, and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the lot.
- (5) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (6) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 2 – Hosing and washing of balconies (passed 21 July 2010)

- (1) An owner or occupier of a lot must not hose or wash any balcony servicing his lot in breach of any statutory regulation concerning the use of water which is in force in New South Wales from time to time.
- (2) An owner or occupier of a lot must not hose or wash any balcony servicing his lot, other than between the hours of 8:00 am and 10:00 am on Saturdays or when it is raining, provided hosing a balcony between those hours is not prohibited by any statutory regulation in force in New South Wales at that time.
- (3) An owner or occupier of a lot shall use his best endeavours to prevent water escaping from or running off a balcony servicing his lot and causing nuisance to the owner or occupier of another lot or lots.

Special By-law 3 – Access to Lots for fire inspections, repairs and maintenance (passed 21 July 2010)

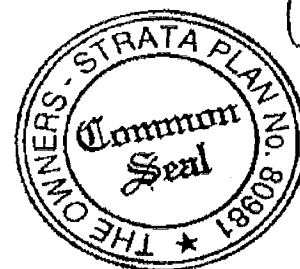
- (1) Section 65 of the Strata Schemes Management Act 1996 ("the Act") empowers an Owners Corporation, by its agents, servants or contractors, to enter upon any part of the parcel of land comprising Strata Plan No. 80981 for the purpose of:



- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the Act;
 - (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by a public authority;
 - (c) carrying out work required to be carried out by the Owners Corporation by an order made under the Act, or
 - (d) for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.
- (2) An owner or occupier of a lot must not obstruct or hinder the Owners Corporation, its agents, servants or contractors from entering upon a lot for any of the purposes set out in clause 1 above.
 - (3) An owner or occupier of a lot shall allow the Owners Corporation, its agents, servants, or contractors to have access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building, including but not limited to fire safety plant and equipment.
 - (4) Other than in the case of an emergency, the Owners Corporation, by its Executive Committee or strata managing agent, shall give a lot owner or occupier not less than 7 days prior written notice of the date and time at which access to the lot will be required by the Owners Corporation, its agents, servants, or contractors for the purpose of servicing, certifying, inspecting or carry out work on or in relation to any plant, equipment or services within the building.
 - (5) If an owner or occupier fails to give the Owners Corporation, its agents, servants, or contractors, access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building after being given not less than 24 hours notice in writing of the date and time at which access was required, the Owners Corporation shall be entitled to charge to the owner of that lot all costs incurred by it as a result of access not being given, and may recover those costs as a debt against the lot.
 - (6) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
 - (7) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 4 – Transportation of goods (passed 21 July 2010)

- (1) The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996:-
 - (a) the authority to determine from time to time the conditions on which owners and occupiers of lots and their employees, servants, agents and contractors are permitted to move Goods into, upon, or through the common property of Strata Plan No. 80981;
 - (b) the power to charge a Bond; and



(c) the power to regulate the use of the Lift,

(2) Definitions and interpretation:

In this by-law:

- (i) Words importing the singular include the plural and vice versa.
 - (ii) Words importing a gender include any gender.
 - (iii) In the event of any contradiction or inconsistency between this by-law and any other by-law applicable to the strata scheme, this by-law shall prevail to the extent of that contradiction or inconsistency.
 - (iv) "Bond" means a refundable bond such as the Executive Committee or Owners Corporation shall determine from time to time, which shall be payable in accordance with clause 8 of this by-law;
 - (vi) "Common Property" means the common property within Strata Plan No. 80981;
 - (vii) "Goods" means any furniture or large object including any crate or trolley containing or carrying furniture, equipment or supplies;
 - (viii) "Owners Corporation" means The Owners-Strata Plan No. 80981.
- (3) An owner or occupier of a lot shall comply with directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property
 - (4) An owner or occupier of a lot shall direct any tradesperson, removalist or courier who is to move Goods into, upon, or through the Common Property, to comply with all directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
 - (5) An owner or occupier of a lot shall ensure that protective padding is installed in the lift within the Common Property prior to moving or carrying Goods within a lift.
 - (6) An owner or occupier of a lot shall ensure that protective sheets or covers are placed on the floor of the Common Property prior to carrying or moving Goods, as is reasonably necessary to prevent damage to the floor.
 - (7) An owner or occupier of a lot shall leave the Common property, including the lifts, in a clean and tidy state after carrying or moving Goods into, upon, or through the Common Property.
 - (8) An owner or occupier of a lot shall ensure that the movement of Goods through the Common Property does not interfere with or obstruct the reasonable use of the Common Property.
 - (9) An owner or occupier of a lot shall be liable for the cost of repairing any damage caused to the Common Property or to the Property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier.
 - (10) In the event that an owner or occupier fails to rectify any damage to the Common Property or to the property of another owner or occupier of a lot within the strata



scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier, the Owners Corporation may:

- (i) carry out all such work as is necessary to comply with that obligation; and
 - (ii) recover the costs of such work from the defaulting owner as a debt against the lot.
- (11) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (12) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.
- (13) In the event that the owner or occupier of a lot does not comply with any obligation under this by law, the Owners Corporation shall be entitled to use so much of the Bond as is necessary to comply with that obligation and shall refund the balance of the Bond, if any, to the owner or occupier, after doing so.

Special By-law 5 – Prohibition against short-term accommodation (passed 21 July 2010)

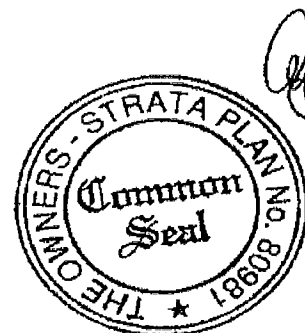
- (1) An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
 - (a) the lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the Residential Tenancies Act 1987;
 - (b) the residential tenancy agreement is for a term of not less than six months
 - (c) No part of a lot eg. garage, or storage area can be leased separately from a lot.
- (2) An owner or occupier of a lot may not use the lot or allow it to be used as a serviced apartment or for hostel, backpacker or holiday accommodation.
- (3) For the purposes of this by-law, "holiday accommodation" means a lease, sub-lease or a licence to use a lot for accommodation during a holiday, being a period of three months or less.,
- (4) Any owner or an occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979.
- (5) An owner or occupier of a lot may not advertise that the lot is available for a purpose proscribed by this by-law.

Special By-law 6 – Works within a Lot (passed 21 July 2010)

- (1) Definitions and interpretation:

In this by-law:-

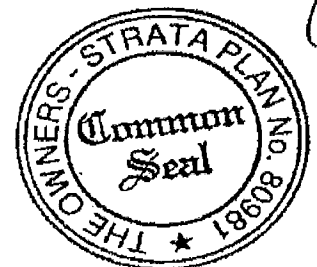
- a. Words importing the singular include the plural and vice versa.



- b. Words importing a gender include any gender.
 - c. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;
 - d. "Common Property" means the common property within Strata Plan No. 80981;
 - e. "Works" means any work which:
 - i. interferes with the support or shelter provided by a lot for another lot or for the Common Property;
 - ii. alters any electrical, plumbing, drainage, gas or other service in or to a lot;
 - iii. affects the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - iv. affects the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a lot.
- (2) The owner of a lot must obtain approval in writing from the Owners Corporation prior to undertaking or commencing any Works.
- (3) In the event that an owner intends to carry out any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, that owner or occupier shall not carry out such work until such by-law or special resolution has been approved by the Owners Corporation in accordance with the requirements of the Act.
- (4) Any application by an owner or occupier of a lot for approval to carry out Works or any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, must be in writing and be accompanied by plans and specifications for the proposed works, details of the dates and times during which work is proposed to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building.
- (5) If the proposed work includes the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the owner or occupier shall provide to the Owners Corporation, in addition to the information set out at clause 4 above, drawings and certification from a practicing structural engineer in favour of the Owners Corporation that the proposed works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed works.
- (6) If the proposed works involve the installation or replacement of a waterproofing membrane or flashing, the owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

Before the Works

- (7) Before starting the works, the owner must:-
Provide the Owners Corporation with:-



- i. A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
 - ii. A copy of any requisite construction certificate for the works under Part 4A of the Environmental Planning and Assessment Act 1979;
 - iii. A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989;
 - iv. Evidence of currency for the duration of the works of Contractors' All Risks insurance cover to a minimum of \$10 million per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party; and
 - v. A bond of \$1,000, which may be used by the Owners Corporation in accordance with conditions 9 to 13 of this by law.
- (8) If the works will involve the use of jackhammers or percussion instrument tools, the owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and adjacent lots, at his own cost, prior to the commencement of the works.
- (9) The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the owner pursuant to clause 5 of this by-law and to inspect the works. The owner shall pay that independent engineer's fees on demand.
- (10) The owner shall give the Owners Corporation 14 days notice in writing prior to the date of commencement of the works, and a copy of that notice shall be placed on the noticeboard by the owner, and such notice shall include the commencement date of the works, the expected duration of the works, the lot number in which the works are to be carried out, the expected date on which any jackhammer or percussion instrument tool is to be used, and the name and telephone number of a contact person to receive queries or complaints about the works.
- (11) An owner shall take all reasonable steps during the course of the works to cover Common Property floors, carpets, walls and doors so as to protect them from damage and soiling.
- (12) An owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of the lot below.
- (13) An owner who wishes to install a spa bath must ensure that it will achieve a minimum five star rating, as defined by the Association of Australian Acoustical Consultants, and must not use a spa bath if it generates noise or vibration that can be heard within another lot in the strata scheme.

The Works

- (14) In undertaking the works, the owner must by himself, his agents, servants and contractors:-
- i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;



- iii. comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
- iv. comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 9 of this by-law;
- v. not permit water to penetrate any part of the lot to any Common Property or other lot;
- vi. not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- vii. carry out the works between 7:30 am and 5:30 pm from Monday to Friday, excluding public holidays; and
- viii. comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 52 of the Act, or a special resolution under Section GSA of the Act;
- ix. remove all tools, building materials and debris from the Common Property at the end of each day during the course of the works;
- x. clean all dirt, dust and debris from Common Property at the conclusion of the works; and
- xi. permit the Owners Corporation's independent engineer access to the lot during the course of the works for the purposes described in clause 9 of this by-law.

After the Works

(15) After completion of the works, the owner must:

- i. provide the Owners Corporation with a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979;
- ii. plans identifying the location of plumbing, gas and electrical services altered during the course of the works;
- iii. copies of all membrane and flashing guarantees and warranties;
- iv. a copy of as-built drawings, if changes to the plans and specifications approved by Council and the Owners Corporation have been made.

Maintenance

(16) The owner must maintain the additions installed in the course of the works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.

(17) The owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage



- (18) The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- (19) The owner must indemnify the Owners Corporation against any liability or expense arising out of the works or the installation, use, maintenance, repair, renewal, replacement or removal of the improvements installed in the course of the works, including any liability under Section 65(6) of the Act for damage to Common Property or the property of any owner or occupier of another lot.

Insurance

- (20) The owner must apply the proceeds of a claim in respect of insurance referred to in clause 7(iii) of this by-law to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- (21) The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 7(iii) or 7(iv) of this by-law.
- (22) The owner appoints the Owners Corporation its attorney for the purposes of clauses 20 and 21, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Owners Corporation may do Work and Recover Costs

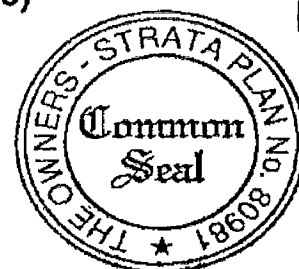
- (23) If the owner fails to carry out any of his obligations under this by law after being requested in writing to do so by the Owners Corporation, the Owners Corporation is entitled, pursuant to the provisions of Section 63(3) of the Act to carry out the work and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the Lot.
- (24) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (25) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 7 – Electronic Delivery of Notices (passed 21 July 2012)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law 8 – Air-Conditioning Units (passed 3 July 2013)

Scope of By-law

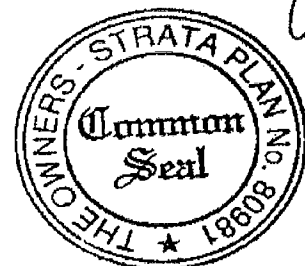


- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Air-Conditioning Units installed within an owners lot and so much of the common property that is necessary.
- (2) For the purpose of this by-law, an "Air-Conditioning Unit" means -
 - (a) any air-conditioning unit and/ system serving a lot and originally installed within an owners lot and/ or the common property (including ancillary equipment such as external condensers and piping);
 - (b) any replacement air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping); and /or
 - (c) any new air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping) prior and /or subsequent to the making of this by-law.
- (3) The owner must replace and install any Air-Conditioning Unit in accordance with the conditions provided in this by-law.

Conditions

- (4) The owner must obtain written approval for the installation and positioning of any new or replacement Air-Conditioning Unit from executive committee of the owners corporation, the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to installation of Air- Conditioning Units on lots.
- (5) The owner must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Air-Conditioning Unit prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings including colour, type and method of installation;
 - (b) diagrams including size, proposed location and dimensions;
 - (c) performance specifications; and/or
 - (d) any other documents reasonably required by the Owners Corporation.
- (6) The owner must ensure the installation of any new or replacement Air-Conditioning Unit is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
- (7) The owner must ensure the Air-Conditioning Unit's quiet operation, having regard to the adjoining lot owners.
- (8) The owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately through the installation of a condenser tray and the owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

Liability and Indemnity



- (9) The owner is responsible for the proper maintenance of the Air-Conditioning Unit and the common property to which the Air-Conditioning Unit is erected or attached, and keeping it in a state of good and serviceable repair.
- (10) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Air-Conditioning Unit on their lot including any liability under section 65(6) of the Act in respect of repairing or maintaining the common property attached to the Air-Conditioning Unit.
- (11) The owner indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the using, replacing and / or installing the Air-Conditioning Unit.
- (12) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

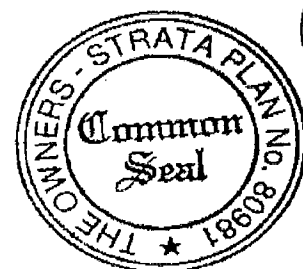
Breach of By-law

- (13) The Owners Corporation reserves the right to order an owner to remove and/or relocate an Air- Conditioning Unit and reinstate the common property to its original state, at the owners cost, if -
 - (a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or
 - (b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the Air-Conditioning Unit.
14. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 9 – Hot Water Systems (passed 3 July 2013)

Scope of By-law

- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Hot Water Systems installed on the common property and/or attached to the outside wall of an owner's lot.
- (2) For the purpose of this by-law, a "Hot Water System" means -
 - (a) any hot water service unit serving a lot and originally installed to service a lot (including all ancillary equipment);
 - (b) any replacement hot water service unit installed to service a lot (including all ancillary equipment; and /or
 - (c) any new hot water service unit installed to service a lot (including all ancillary equipment).



- (3) The owner must replace and install any Hot Water System in accordance with the conditions provided in this by-law.

Conditions

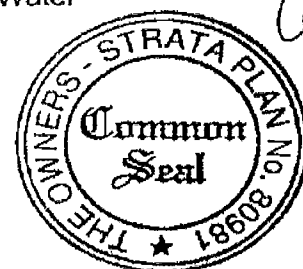
- (4) Where the owner seeks to install a replacement Hot Water System other than in the same position and by the same method as the original Hot Water System, the owner:
 - 4.1 must obtain written approval for the installation and positioning of any new or replacement Hot Water System from the executive committee of the Owners Corporation, relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to installation of Hot Water Systems on lots and
 - 4.2 must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Hot Water System prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings including colour, type and method of installation;
 - (b) specifications including size, proposed location and dimensions; and
 - (c) any other documents reasonably required by the Owners Corporation.
- (5) In an emergency, the owner may replace the Hot Water System and provide the documents required under clause 4.2 after the replacement has been made on the lot, if requested by the Owners Corporation.
- (6) The owner must notify the Owners Corporation of any emergency replacement of the Hot Water System prior to installing the Hot Water System on the lot and so much of the common property that is necessary.
- (7) The Owner must ensure the installation of any replacement or new Hot Water System is done by duly licenced insured plumber and is completed in a proper and workmanlike manner.

Maintenance and Costs

- (8) The owner must properly maintain and keep the Hot Water System that services their lot in a state of good and serviceable repair and must replace the Hot Water System from time to time.
- (9) The owner must properly maintain and keep the common property to which the Hot Water System is attached or installed in a state of good and serviceable repair.
- (10) The maintenance of the Hot Water System must be undertaken by a licensed plumber approved by the Owners Corporation or executive committee.
- (11) The maintenance, repair, replacement of the Hot Water System will be at the cost of the owner whose lot the Hot Water System services.

Liability and Indemnity

- (12) The owner will be liable for any damage caused to any part of the common property if that damage is caused by the owner's failure to use and maintain the Hot Water System in accordance with this by-law.



- (13) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Hot Water System including liability under section 65(6) of the Act in respect of any property of the owner.
- (14) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Right to remedy default

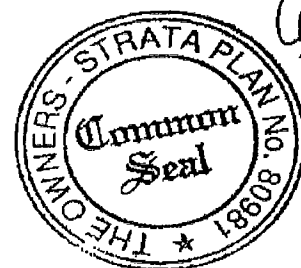
- (15) If the owner fail to comply with any obligations under this by-law, then the Owners Corporation may:
 - (a) Carry out all works necessary to perform that obligation;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to s65 (4) of the Act, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the owner as a debt due to the Owner Corporation.
- (16) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 10 – Louvre Roof for lot 17 and 18 (passed 19 September 2018)

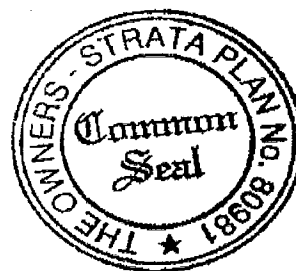
- (1) That by special resolution the owners for the time being of lots 17 and 18 be given special privilege to install a louvre roof covering the southern balcony of their lots.
- (2) The louvre roof must be identical for lot 17 and 18.
- (3) The louvre roof must be contained within the boundaries of its respective lot, and be consistent with the overall appearance and aesthetics of the building.
- (4) The louvre roof must be installed in a proper and competent manner, and its specification and installation must comply with the relevant Architectural Standard in relation to the Strata Scheme prescribed by the Owners Corporation.
- (5) The installation is conditional on the lot owner being solely responsible for all installation costs, and ongoing repair and maintenance of the louvre roof.
- (6) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Act.

Special By-Law 11 - Lot 14 Dining-Room North-East Window Corner (passed 19 September 2018)

- (1) The new window system will replace the two fixed windows in the north-east corner of the dining area.



- (2) The window must be of similar material to what is already there.
- (3) The new window glass-panes will now open and close.
- (4) The operation of the opening windows will be fully child-proof along the style of the other windows, approved in unit.14.
- (5) The operation of both windows will be awning-style and will be fully child-proof.
- (6) When in use, both windows opening mechanisms will be fully controllable.
- (7) The new windows will be inserted within the present existing framework, and of a colour that matches what is already there.
- (8) The owners must maintain the windows in a state of good and serviceable repair and appearance and good working order.
- (9) Installation is conditional on the owner being solely responsible for all installation costs, upkeep, maintenance and replacement, and all other costs relating to and including the installation.
- (10) The terms and conditions maintained in this by-law and the term of registered by-law 17 (appearance of lot) are to apply to the installation and keeping of the windows.



[Handwritten signature]

FILM WITH AN 901201

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 .80981 was affixed on ^ 15-11-2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: *[Signature]* Name: Charles Wiggins
Authority: Strata Manager

Signature: Name:
Authority:



^ Insert appropriate date * Strike through if inapplicable.

Lodger Details

Lodger Code 505858Q
 Name KERIN BENSON LAWYERS PTY LTD
 Address SE 9.02, 46 MARKET ST
 SYDNEY 2000
 Lodger Box 1W
 Email ALLISON@KERINBENSONLAWYERS.COM.AU
 Reference 006599

Land Registry Document Identification
AT459239
STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP80981	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP80981
 Other legal entity

Meeting Date

14/08/2023

Amended by-law No.

Details n/a

Added by-law No.

Details special by-law 14

Repealed by-law No.

Details n/a

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP80981
Signer Name ASHLEY HOWARD
Signer Organisation KERIN BENSON LAWYERS PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 22/09/2023



ANNEXURE A

Consolidated By-Laws for Strata Plan No. 80981

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Consolidated by-laws SP80981

1 Noise

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

2 Vehicles

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

3 Obstruction of common property

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

4 Damage to lawns and plants on common property

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

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

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under 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 device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

- (5) Despite section 62 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 or structure 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 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 and surfaces

- (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 must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (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.

16 Keeping of animals (amended 28 October 2009 and repealed and replaced 11 February 2021)

1. Subject to 139 (5) of the *Strata Schemes Management Act 2015*, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property. Such approval must not be unreasonably withheld.
2. Owners or occupiers may make an application to the owners corporation for the approval of the keeping of an animal.
3. The application referred to in clause 2 of this by-law must be made in writing to the owners corporation and must contain at least the following:
 - (a) a detailed description of the animal proposed to be kept (including details of the breed and weight of the animal); and
 - (b) a photograph of the animal;
 - (c) a copy of the registration of the animal with Council (if the animal is a dog or cat);
 - (d) a copy of a certificate or certificates of vaccinations (if applicable).

4. An application for the approval of the keeping of an animal by an owner or occupier is to be considered by the owners corporation at either a general meeting of the owners corporation or at a strata committee meeting within 28 days of the date of the application.
5. Any approval given by the owners corporation under this clause may contain any reasonable conditions approved by the owners corporation at the time that the consent is given in addition to the conditions in clause 4 of this by-law.
6. In keeping any small caged bird, or fish kept in a secured aquarium or any other animal approved by the owners corporation, an owner or occupier of a lot shall:
 - (a) keep the animal within the boundaries of their lot;
 - (b) ensure that when an animal is taken across common property that it is kept secured and, if the animal is a dog, carry that animal across the common property;
 - (c) comply with any directions of or guidelines as may be published by the strata committee from time to time; and
 - (d) do all acts and things necessary to:
 - i. ensure that no noise is created by the animal which is likely to interfere with the peaceful enjoyment of an owner or occupier of another lot or of any person lawfully using the common property; and
 - ii. clean any areas of a lot or common property that are soiled by the animal; and
 - (e) remain liable for any damage to a lot or common property arising out of the keeping of the animal and indemnify and shall keep indemnified the owners corporation against any costs or losses arising out of or in connection with the keeping of the animal including any damage to any person, lot or common property and any costs of cleaning.
7. If an owner or occupier does not comply with any obligation under this by-law, then the owners corporation may (at its absolute discretion) revoke any approval given under this by-law or otherwise determine that the right to keep an animal is terminated and give notice accordingly to the owner or occupier.
8. If any approval to keep an animal is revoked or terminated by the owners corporation then the owner or occupier shall remove the animal from the scheme within 28 days from the date that a written notice is given to the owner or occupier by the owners corporation. For clarity, this power is delegated to the strata committee.
9. An owner or occupier must not allow any visitor to bring any animal onto lot or common property unless the animal is a guide dog, hearing dog or other animal trained to assist to alleviate the effect of a disability and the visitor needs the dog or other animal because of a visual, a hearing or other disability.

17 Appearance of lot

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

18 Change in use of lot to be notified

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

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in 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.

20 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 must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

Special By-law 1 – Air Conditioners (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 6 and 14 be given special privilege to locate air conditioners on the common property adjacent to their units (position to be approved by owners corporation).

Installation is conditional on the owner/occupier being solely responsible for all installation costs, rectification costs where the garden has been affected, upkeep, maintenance or replacement and all other costs relating to and including installation.

Special By-law 2 – Awnings (passed 28 October 2009)

That by special resolution and in accordance with section 52 of the Strata Schemes Management Act 1996 the owners for the time being of lots 1, 2 and 3 be given special privilege to erect an awning, providing it is in keeping with the awning installed at lot 3 at the 11th March 2009 and meet the following criteria: manufacturer: Aluxor Awning Systems; model: stratos1, folding arm; colour: DC6082-grey; non motorised

Installation is conditional on the owner/occupier being solely responsible for all installation costs, upkeep, maintenance or replacement and all other costs relating to and including installation.

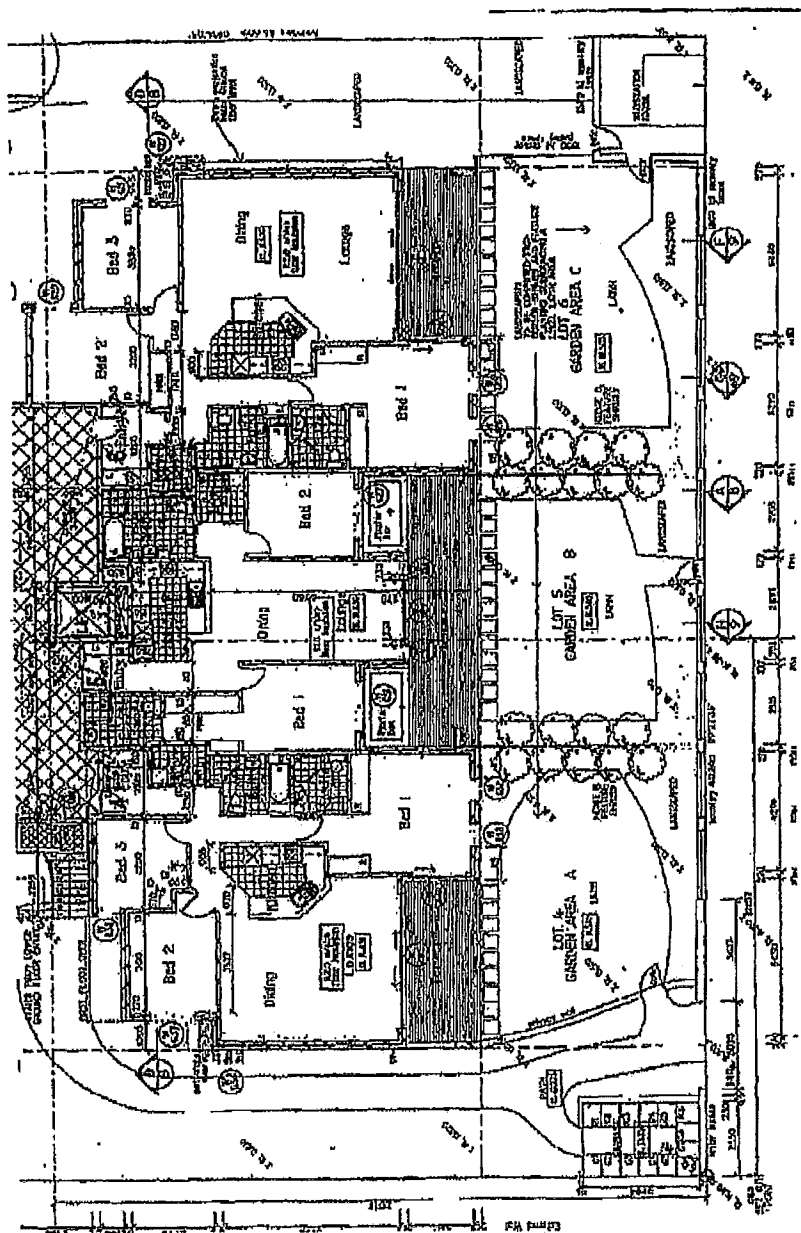
For any other system, configuration, or modifications to an existing awning, approval from the Executive Committee must be obtained.

Special By-law 3 – Exclusive Use Garden Area (passed 28 October 2009)

- (1) The Owner for the time being of the following lots is entitled to the exclusive use and enjoyment of that part of the common property set out below ("Garden Area") designated on the Plan annexed hereto and marked "A" on the terms and conditions set out in this By-Law.

<u>Lot</u>	<u>Garden Area</u>
4	A
5	B
6	C

- (2) The Owner of a Lot who is entitled to the exclusive use and enjoyment of the Garden Area shall:
- (a) be responsible at his own cost and expense for the proper maintenance and upkeep of the Garden Area, failing which the Owner's Corporation shall be entitled to enter on the Garden Area and maintain it at the expense of the Owner.
 - (b) indemnify and keep indemnified the Owner's Corporation against any sum payable by the Owner's Corporation by way of increased insurance premium as a direct or indirect result of the use of the Garden Area;
 - (c) indemnify and keep indemnified the Owner's Corporation against all actions, proceedings, claims and demands, costs, damages and expenses which may be incurred by or brought or made against the Owner's Corporation and arising directly or indirectly from the use of the Garden Area.
- (3) The Owner must not erect any structure on the Garden Area without the prior written approval of the Owner's Corporation.



Special By-law 1 – Flooring (passed 21 July 2010)

- (1) An owner of a lot must not install tiles, timber, concrete, terrazzo or other hard surface flooring ("hereinafter called "hard flooring") in any room within the lot other than in a kitchen, laundry or bathroom, without obtaining prior written approval of the Executive Committee, which written approval shall not be given unless the owner complies with the following conditions:
 - (a) that sound insulation underlay is installed below the hard flooring so that sound transmission readings that do not exceed L'nT,w of 50dB are achieved when measured in accordance with International Standard ISO 140-7 and rated in accordance with ISO 717.2 or such international standard that

supersedes that standard, where $L'nT,w$ is the weighted standardised impact sound pressure level; and

- (b) that the owner maintains and repairs the underlay and the hard flooring and renews or replaces it when necessary so as to keep it in a state of good and serviceable repair.
- (2) Any underlay and hard flooring installed by a Lot owner shall not form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (3) Any underlay or flooring that had been installed as at the date of registration of the Strata Plan shall form part of the building for the purpose of policies of insurance required to be held by the Owners Corporation pursuant to Section 83 of the Strata Schemes Management Act 1996.
- (4) In the event that the owner fails to comply with conditions 1(a) and/or (b) above after being requested in writing to do so by the Owners Corporation, the Owners Corporation shall be entitled, pursuant to the provisions of Section 63(3) of the Strata Schemes Management Act 1996 to carry out the work by its servants, agents or contractors, and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the lot.
- (5) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (6) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 2 – Hosing and washing of balconies (passed 21 July 2010)

- (1) An owner or occupier of a lot must not hose or wash any balcony servicing his lot in breach of any statutory regulation concerning the use of water which is in force in New South Wales from time to time.
- (2) An owner or occupier of a lot must not hose or wash any balcony servicing his lot, other than between the hours of 8:00 am and 10:00 am on Saturdays or when it is raining, provided hosing a balcony between those hours is not prohibited by any statutory regulation in force in New South Wales at that time.
- (3) An owner or occupier of a lot shall use his best endeavours to prevent water escaping from or running off a balcony servicing his lot and causing nuisance to the owner or occupier of another lot or lots.

Special By-law 3 – Access to Lots for fire inspections, repairs and maintenance (passed 21 July 2010)

- (1) Section 65 of the Strata Schemes Management Act 1996 ("the Act") empowers an Owners Corporation, by its agents, servants or contractors, to enter upon any part of the parcel of land comprising Strata Plan No. 80981 for the purpose of:
 - (a) carrying out work required to be carried out by the Owners Corporation in accordance with the Act;

- (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by a public authority;
 - (c) carrying out work required to be carried out by the Owners Corporation by an order made under the Act, or
 - (d) for the purpose of determining whether any work is required to be carried out by the Owners Corporation in accordance with the Act.
- (2) An owner or occupier of a lot must not obstruct or hinder the Owners Corporation, its agents, servants or contractors from entering upon a lot for any of the purposes set out in clause 1 above.
 - (3) An owner or occupier of a lot shall allow the Owners Corporation, its agents, servants, or contractors to have access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building, including but not limited to fire safety plant and equipment.
 - (4) Other than in the case of an emergency, the Owners Corporation, by its Executive Committee or strata managing agent, shall give a lot owner or occupier not less than 7 days prior written notice of the date and time at which access to the lot will be required by the Owners Corporation, its agents, servants, or contractors for the purpose of servicing, certifying, inspecting or carry out work on or in relation to any plant, equipment or services within the building.
 - (5) If an owner or occupier fails to give the Owners Corporation, its agents, servants, or contractors, access to his lot to enable the Owners Corporation to service, certify, inspect or carry out work on or in relation to any plant, equipment or services within the building after being given not less than 24 hours notice in writing of the date and time at which access was required, the Owners Corporation shall be entitled to charge to the owner of that lot all costs incurred by it as a result of access not being given, and may recover those costs as a debt against the lot.
 - (6) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
 - (7) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 4 – Transportation of goods (passed 21 July 2010)

- (1) The Owners Corporation shall have the following functions, in addition to those conferred or imposed on it by the Strata Schemes Management Act 1996:-
 - (a) the authority to determine from time to time the conditions on which owners and occupiers of lots and their employees, servants, agents and contractors are permitted to move Goods into, upon, or through the common property of Strata Plan No. 80981;
 - (b) the power to charge a Bond; and
 - (c) the power to regulate the use of the Lift,
- (2) Definitions and interpretation:

In this by-law:

- (i) Words importing the singular include the plural and vice versa.
 - (ii) Words importing a gender include any gender.
 - (iii) In the event of any contradiction or inconsistency between this by-law and any other by-law applicable to the strata scheme, this by-law shall prevail to the extent of that contradiction or inconsistency.
 - (iv) "Bond" means a refundable bond such as the Executive Committee or Owners Corporation shall determine from time to time, which shall be payable in accordance with clause 8 of this by-law;
 - (vi) "Common Property" means the common property within Strata Plan No. 80981;
 - (vii) "Goods" means any furniture or large object including any crate or trolley containing or carrying furniture, equipment or supplies;
 - (viii) "Owners Corporation" means The Owners-Strata Plan No. 80981.
- (3) An owner or occupier of a lot shall comply with directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property
 - (4) An owner or occupier of a lot shall direct any tradesperson, removalist or courier who is to move Goods into, upon, or through the Common Property, to comply with all directions given by the Owners Corporation or Executive Committee in relation to the movement of Goods into, upon or through the Common Property.
 - (5) An owner or occupier of a lot shall ensure that protective padding is installed in the lift within the Common Property prior to moving or carrying Goods within a lift.
 - (6) An owner or occupier of a lot shall ensure that protective sheets or covers are placed on the floor of the Common Property prior to carrying or moving Goods, as is reasonably necessary to prevent damage to the floor.
 - (7) An owner or occupier of a lot shall leave the Common property, including the lifts, in a clean and tidy state after carrying or moving Goods into, upon, or through the Common Property.
 - (8) An owner or occupier of a lot shall ensure that the movement of Goods through the Common Property does not interfere with or obstruct the reasonable use of the Common Property.
 - (9) An owner or occupier of a lot shall be liable for the cost of repairing any damage caused to the Common Property or to the Property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier.
 - (10) In the event that an owner or occupier fails to rectify any damage to the Common Property or to the property of another owner or occupier of a lot within the strata scheme caused by the movement of Goods through the Common Property by or on behalf of that owner or occupier, the Owners Corporation may:
 - (i) carry out all such work as is necessary to comply with that obligation; and

- (ii) recover the costs of such work from the defaulting owner as a debt against the lot.
- (11) Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (12) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.
- (13) In the event that the owner or occupier of a lot does not comply with any obligation under this by law, the Owners Corporation shall be entitled to use so much of the Bond as is necessary to comply with that obligation and shall refund the balance of the Bond, if any, to the owner or occupier, after doing so.

Special By-law 5 – Prohibition against short-term accommodation (passed 21 July 2010)

- (1) An owner or occupier of a lot must not permit the use of the lot for residential purposes by a lessee or tenant unless:
 - (a) the lessee or tenant is party to a residential tenancy agreement in the terms prescribed by the regulation under the Residential Tenancies Act 1987;
 - (b) the residential tenancy agreement is for a term of not less than six months
 - (c) No part of a lot eg. garage, or storage area can be leased separately from a lot.
- (2) An owner or occupier of a lot may not use the lot or allow it to be used as a serviced apartment or for hostel, backpacker or holiday accommodation.
- (3) For the purposes of this by-law, "holiday accommodation" means a lease, sub-lease or a licence to use a lot for accommodation during a holiday, being a period of three months or less.,
- (4) Any owner or an occupier of a lot may not use the lot or allow it to be used for a purpose or in a manner contrary to any applicable environmental planning instrument under the Environmental Planning & Assessment Act 1979.
- (5) An owner or occupier of a lot may not advertise that the lot is available for a purpose proscribed by this by-law.

Special By-law 6 – Works within a Lot (passed 21 July 2010)

- (1) Definitions and interpretation:

In this by-law:-

- a. Words importing the singular include the plural and vice versa.
- b. Words importing a gender include any gender.
- c. "The Act" means the Strata Schemes Management Act 1996 (NSW) as amended from time to time;

- d. "Common Property" means the common property within Strata Plan No. 80981;
 - e. "Works" means any work which:
 - i. interferes with the support or shelter provided by a lot for another lot or for the Common Property;
 - ii. alters any electrical, plumbing, drainage, gas or other service in or to a lot;
 - iii. affects the Common Property by attaching or affixing something to it, adding to it, removing part of it or altering it;
 - iv. affects the structure of a lot, including but not limited to the removal of or installation of any walls or columns within a lot.
- (2) The owner of a lot must obtain approval in writing from the Owners Corporation prior to undertaking or commencing any Works.
 - (3) In the event that an owner intends to carry out any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, that owner or occupier shall not carry out such work until such by-law or special resolution has been approved by the Owners Corporation in accordance with the requirements of the Act.
 - (4) Any application by an owner or occupier of a lot for approval to carry out Works or any work which requires a by-law under section 52 of the Act, or a special resolution under Section 65A of the Act, must be in writing and be accompanied by plans and specifications for the proposed works, details of the dates and times during which work is proposed to be carried out, means and times of access for delivery and removal of materials, tools and debris, and proposed arrangements for maintaining the security of the building.
 - (5) If the proposed work includes the removal or alteration of any structural element within the building, such as the removal of a wall, (whether load-bearing or not), the owner or occupier shall provide to the Owners Corporation, in addition to the information set out at clause 4 above, drawings and certification from a practicing structural engineer in favour of the Owners Corporation that the proposed works will not detrimentally affect the structural integrity of the building or any part of it, and that the existing floors, walls, ceilings and roof are structurally adequate for the purposes of the proposed works.
 - (6) If the proposed works involve the installation or replacement of a waterproofing membrane or flashing, the owner or occupier must provide the Owners Corporation with written details of the membrane or flashing to be installed and a warranty to be provided by the manufacturer and installer.

Before the Works

- (7) Before starting the works, the owner must:-

Provide the Owners Corporation with:-

- i. A copy of any requisite approval of the local Council, including all drawings, specifications, conditions and notes;
- ii. A copy of any requisite construction certificate for the works under Part 4A of the Environmental Planning and Assessment Act 1979;

- iii. A copy of any requisite certificate of insurance relating to the performance of the works under Section 92(2) of the Home Building Act 1989;
 - iv. Evidence of currency for the duration of the works of Contractors' All Risks insurance cover to a minimum of \$10 million per event, with an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works), to which the owner is a named party; and
 - v. A bond of \$1,000, which may be used by the Owners Corporation in accordance with conditions 9 to 13 of this by law.
- (8) If the works will involve the use of jackhammers or percussion instrument tools, the owner shall provide the Owners Corporation with a dilapidation report as to the condition of the Common Property and adjacent lots, at his own cost, prior to the commencement of the works.
- (9) The Owners Corporation shall be entitled to engage an independent engineer to review the engineering documents provided by the owner pursuant to clause 5 of this by-law and to inspect the works. The owner shall pay that independent engineer's fees on demand.
- (10) The owner shall give the Owners Corporation 14 days notice in writing prior to the date of commencement of the works, and a copy of that notice shall be placed on the noticeboard by the owner, and such notice shall include the commencement date of the works, the expected duration of the works, the lot number in which the works are to be carried out, the expected date on which any jackhammer or percussion instrument tool is to be used, and the name and telephone number of a contact person to receive queries or complaints about the works.
- (11) An owner shall take all reasonable steps during the course of the works to cover Common Property floors, carpets, walls and doors so as to protect them from damage and soiling.
- (12) An owner shall not be permitted to install or construct a kitchen, bathroom or laundry above any part of a bedroom, living room or lounge room of the lot below.
- (13) An owner who wishes to install a spa bath must ensure that it will achieve a minimum five star rating, as defined by the Association of Australian Acoustical Consultants, and must not use a spa bath if it generates noise or vibration that can be heard within another lot in the strata scheme.

The Works

- (14) In undertaking the works, the owner must by himself, his agents, servants and contractors:-
- i. use best-quality and appropriate materials, in a proper and skilful manner;
 - ii. comply with all conditions and requirements of the local Council;
 - iii. comply with the Building Code of Australia and all pertinent Australian Standards and any manufacturer's specifications;
 - iv. comply with all directions and requirements of any independent engineer engaged by the Owners Corporation pursuant to clause 9 of this by-law;

- v. not permit water to penetrate any part of the lot to any Common Property or other lot;
- vi. not allow obstruction of the Common Property by building materials, tools, machines, motor vehicles or debris;
- vii. carry out the works between 7:30 am and 5:30 pm from Monday to Friday, excluding public holidays; and
- viii. comply with the terms of any approval given by the Owners Corporation under this by-law, any relevant by-law under section 52 of the Act, or a special resolution under Section GSA of the Act;
- ix. remove all tools, building materials and debris from the Common Property at the end of each day during the course of the works;
- x. clean all dirt, dust and debris from Common Property at the conclusion of the works; and
- xi. permit the Owners Corporation's independent engineer access to the lot during the course of the works for the purposes described in clause 9 of this by-law.

After the Works

(15) After completion of the works, the owner must:

- i. provide the Owners Corporation with a copy of any requisite compliance certificate for the works under Part 4A of the Environmental Planning & Assessment Act 1979;
- ii. plans identifying the location of plumbing, gas and electrical services altered during the course of the works;
- iii. copies of all membrane and flashing guarantees and warranties;
- iv. a copy of as-built drawings, if changes to the plans and specifications approved by Council and the Owners Corporation have been made.

Maintenance

- (16) The owner must maintain the additions installed in the course of the works (including any membranes and flashings) in a state of good and serviceable repair, and must renew or replace them when necessary.
- (17) The owner must exercise any guarantees or warranties provided to him in respect of the supply or installation of waterproofing membranes and flashings if called upon to do so by the Owners Corporation.

Damage

- (18) The owner must repair promptly any damage caused or contributed to by the works, including damage to the property of the Owners Corporation and the property of the owner or occupier of another lot in the strata scheme.

Indemnity

- (19) The owner must indemnify the Owners Corporation against any liability or expense arising out of the works or the installation, use, maintenance, repair, renewal,

replacement or removal of the improvements installed in the course of the works, including any liability under Section 65(6) of the Act for damage to Common Property or the property of any owner or occupier of another lot.

Insurance

- (20) The owner must apply the proceeds of a claim in respect of insurance referred to in clause 7(iii) of this by-law to the repair or completion of the works, or to reimbursement for their prior repair or completion.
- (21) The Owners Corporation at its option may make and conduct any claim against an insurer in respect of insurance referred to in clause 7(iii) or 7(iv) of this by-law.
- (22) The owner appoints the Owners Corporation its attorney for the purposes of clauses 20 and 21, and at the request of the Owners Corporation will do any act required to give effect to this authority.

Owners Corporation may do Work and Recover Costs

- (23) If the owner fails to carry out any of his obligations under this by law after being requested in writing to do so by the Owners Corporation, the Owners Corporation is entitled, pursuant to the provisions of Section 63(3) of the Act to carry out the work and recover the cost from the owner, or any person whom, after the work is carried out, becomes the owner of the Lot.
- (24) Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%, or such other rate as is provided in the Strata Schemes Management Regulation 2005.
- (25) An Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

Special By-law 7 – Electronic Delivery of Notices (passed 21 July 2012)

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

Special By-law 8 – Air-Conditioning Units (passed 3 July 2013)

Scope of By-law

- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Air-Conditioning Units installed within an owners lot and so much of the common property that is necessary.
- (2) For the purpose of this by-law, an "Air-Conditioning Unit" means -

- (a) any air-conditioning unit and/ system serving a lot and originally installed within an owners lot and/ or the common property (including ancillary equipment such as external condensers and piping);
 - (b) any replacement air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping); and /or
 - (c) any new air-conditioning unit and/ system installed by an owner within their lot (including ancillary equipment such as external condensers and piping) prior and /or subsequent to the making of this by-law.
- (3) The owner must replace and install any Air-Conditioning Unit in accordance with the conditions provided in this by-law.

Conditions

- (4) The owner must obtain written approval for the installation and positioning of any new or replacement Air-Conditioning Unit from executive committee of the owners corporation, the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required) and any other relevant statutory authority whose requirements apply to installation of Air- Conditioning Units on lots.
- (5) The owner must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Air-Conditioning Unit prior to obtaining written approval from the Owners Corporation:
- (a) plans and drawings including colour, type and method of installation;
 - (b) diagrams including size, proposed location and dimensions;
 - (c) performance specifications; and/or
 - (d) any other documents reasonably required by the Owners Corporation.
- (6) The owner must ensure the installation of any new or replacement Air-Conditioning Unit is done by duly licensed insured contractor and is completed in a proper and workmanlike manner.
- (7) The owner must ensure the Air-Conditioning Unit's quiet operation, having regard to the adjoining lot owners.
- (8) The owner is responsible for ensuring that any water from the Air-Conditioning Unit is drained appropriately through the installation of a condenser tray and the owner is responsible for any damage or loss caused as a result of water draining onto common property or into any other lot.

Liability and Indemnity

- (9) The owner is responsible for the proper maintenance of the Air-Conditioning Unit and the common property to which the Air-Conditioning Unit is erected or attached, and keeping it in a state of good and serviceable repair.
- (10) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Air-Conditioning Unit on their lot including any liability under section 65(6) of the Act in

respect of repairing or maintaining the common property attached to the Air-Conditioning Unit.

- (11) The owner indemnifies the Owners Corporation of any liability in respect any proceedings, actions or claims is made against the Owners Corporation as a result of the using, replacing and / or installing the Air-Conditioning Unit.
- (12) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Breach of By-law

- (13) The Owners Corporation reserves the right to order an owner to remove and/or relocate an Air- Conditioning Unit and reinstate the common property to its original state, at the owners cost, if -
 - (a) the owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach; or
 - (b) another lot owner or occupier is successful in any claim about noise transmission from the lot as a result of the Air-Conditioning Unit.
14. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 9 – Hot Water Systems (passed 3 July 2013)

Scope of By-law

- (1) This by-law is made for the purposes of managing, regulating and controlling the repair and maintenance of existing, replacement and/ or new Hot Water Systems installed on the common property and/or attached to the outside wall of an owner's lot.
- (2) For the purpose of this by-law, a "Hot Water System" means -
 - (a) any hot water service unit serving a lot and originally installed to service a lot (including all ancillary equipment;
 - (b) any replacement hot water service unit installed to service a lot (including all ancillary equipment; and /or
 - (c) any new hot water service unit installed to service a lot (including all ancillary equipment).
- (3) The owner must replace and install any Hot Water System in accordance with the conditions provided in this by-law.

Conditions

- (4) Where the owner seeks to install a replacement Hot Water System other than in the same position and by the same method as the original Hot Water System, the owner:

- 4.1 must obtain written approval for the installation and positioning of any new or replacement Hot Water System from the executive committee of the Owners Corporation, relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to installation of Hot Water Systems on lots and
- 4.2 must submit to the Owners Corporation the following documents relating to the installation of any new or replacement Hot Water System prior to obtaining written approval from the Owners Corporation:
 - (a) plans and drawings including colour, type and method of installation;
 - (b) specifications including size, proposed location and dimensions; and
 - (c) any other documents reasonably required by the Owners Corporation.
- (5) In an emergency, the owner may replace the Hot Water System and provide the documents required under clause 4.2 after the replacement has been made on the lot, if requested by the Owners Corporation.
- (6) The owner must notify the Owners Corporation of any emergency replacement of the Hot Water System prior to installing the Hot Water System on the lot and so much of the common property that is necessary.
- (7) The Owner must ensure the installation of any replacement or new Hot Water System is done by duly licenced insured plumber and is completed in a proper and workmanlike manner.

Maintenance and Costs

- (8) The owner must properly maintain and keep the Hot Water System that services their lot in a state of good and serviceable repair and must replace the Hot Water System from time to time.
- (9) The owner must properly maintain and keep the common property to which the Hot Water System is attached or installed in a state of good and serviceable repair.
- (10) The maintenance of the Hot Water System must be undertaken by a licensed plumber approved by the Owners Corporation or executive committee.
- (11) The maintenance, repair, replacement of the Hot Water System will be at the cost of the owner whose lot the Hot Water System services.

Liability and Indemnity

- (12) The owner will be liable for any damage caused to any part of the common property if that damage is caused by the owner's failure to use and maintain the Hot Water System in accordance with this by-law.
- (13) The owner indemnifies the Owners Corporation against all loss and damage suffered as a result of installation, use, maintenance, repair and replacement of the Hot Water System including liability under section 65(6) of the Act in respect of any property of the owner.
- (14) Any loss and damage may be recovered from the owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.

Right to remedy default

- (15) If the owner fail to comply with any obligations under this by-law, then the Owners Corporation may:
- (a) Carry out all works necessary to perform that obligation;
 - (b) Enter into arrangement with third parties to carry out all works necessary to perform that obligation;
 - (c) Subject to s65 (4) of the Act, enter onto any part of the parcel to carry out that work; and
 - (d) Recover the costs of carrying out that work from the owner as a debt due to the Owner Corporation.
- (16) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation affix the common seal in accordance with section 238 of the Act.

Special By-law 10 – Louvre Roof for lot 17 and 18 (passed 19 September 2018)

- (1) That by special resolution the owners for the time being of lots 17 and 18 be given special privilege to install a louvre roof covering the southern balcony of their lots.
- (2) The louvre roof must be identical for lot 17 and 18.
- (3) The louvre roof must be contained within the boundaries of its respective lot, and be consistent with the overall appearance and aesthetics of the building.
- (4) The louvre roof must be installed in a proper and competent manner, and its specification and installation must comply with the relevant Architectural Standard in relation to the Strata Scheme prescribed by the Owners Corporation.
- (5) The installation is conditional on the lot owner being solely responsible for all installation costs, and ongoing repair and maintenance of the louvre roof.
- (6) The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the Act.

Special By-Law 11 - Lot 14 Dining-Room North-East Window Corner (passed 19 September 2018)

- (1) The new window system will replace the two fixed windows in the north-east corner of the dining area.
- (2) The window must be of similar material to what is already there.
- (3) The new window glass-panes will now open and close.
- (4) The operation of the opening windows will be fully child-proof along the style of the other windows, approved in unit 14.
- (5) The operation of both windows will be awning-style and will be fully child-proof.
- (6) When in use, both windows opening mechanisms will be fully controllable.

- (7) The new windows will be inserted within the present existing framework, and of a colour that matches what is already there.
- (8) The owners must maintain the windows in a state of good and serviceable repair and appearance and good working order.
- (9) Installation is conditional on the owner being solely responsible for all installation costs, upkeep, maintenance and replacement, and all other costs relating to and including the installation.
- (10) The terms and conditions maintained in this by-law and the term of registered by-law 17 (appearance of lot) are to apply to the installation and keeping of the windows.

Special By-law 12 – Lot 6 Replacement of Window Renovation (passed 1 August 2019)

That by Special Resolution and in accordance with Section 108 of the Strata Schemes Management Act 2015, the owners for the time being of Lot 6 be given special privilege to replace fixed pane glass in the north east corner of the lounge/dining room with opening awning windows under the following terms and conditions:

1. the awning windows are to be consistent with the overall appearance and the aesthetics of the building
2. the awning windows are to be inserted into the existing aluminium framework
3. the winding mechanism must be compliant with child safety device standards
4. installation is conditional on the lot owner being solely responsible for all installation costs, upkeep, maintenance and replacement, and all other costs relating to and including the installation costs
5. the terms and conditions maintained in this by-law and the term of registered by-law 17 (appearance of lot) are to apply to the installation and keeping of the windows.

Special By-law 13 – Smoke Penetration By-law (passed 1 August 2019)

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Special By-law 14 – Authorisation of Building Works in Lot 14 (passed 14 August 2023)

1. Grant of Special Privilege and Exclusive Use Right

On the conditions set out in this by-law the owner for the time being (referred to in this by-law as the "Owner") of Lot 14 (the "Lot") shall have a special privilege in respect of the common property to carry out building works to refurbish the Lot and to keep such building works and a right of exclusive use and enjoyment of that part of the common property affected by the building and refurbishment works incorporating:

Works to the bathrooms including:

- (i) removal of the existing floor tiles, wall tiles, waterproofing, and all fixtures and fittings (including grinding down tiled floors and bath tub hob);
- (ii) screeding of floors (if required) and rendering of walls in preparation of new floor tiles and wall tiles;
- (iii) installation of new waterproofing, floor tiles, wall tiles, shower grate (if required), and fixtures and fittings including toilet, shower, shower screen, shaving cabinet, vanity, sink, tapware (and mixers for taps), bath tub and accessories;
- (iv) removal of existing and/or installation of new and/or relocation of existing lighting, switches, power points as required;
- (v) connection to existing water, waste, and electrical services as required.

2. Definitions

For the purposes of this by-law:

"Council" means Northern Beaches Council and any successor;

"Utility Services" means any service associated with plumbing, electrical, gas or telecommunications services (including cable television) which are effectively as reconfigured following the passage of this by-law;

"Works" means and includes all of the building works described in clause 1 and all works incidental thereto.

Where any word or phrase has a defined meaning in or for the purposes of the *Strata Schemes Management Act 2015*, that word or phrase has the same meaning in this by-law.

3. Conditions

3.1 Prior to Undertaking Works

Prior to undertaking the Works the Owner must obtain and provide to the Owners Corporation:

- (a) any required approval of Council for the performance of the Works; and
- (b) a certificate of currency of the insurance policy or policies of the contractor carrying out the Works which is effected with a reputable insurance company reasonably satisfactory to the Owners Corporation for:
 - i. contractor's all risk insurance incorporating public liability insurance in an amount of not less than \$10,000,000;
 - ii. any insurance required in respect of the Works under section 92 of the *Home Building Act 1989*; and
 - iii. workers' compensation in accordance with applicable legislation.

3.2 Performance of Works

In carrying out the Works, the Owner (including any contractor involved in the performance of the Works on behalf of the Owner) must:

- (a) ensure that the Works are carried out in a good and workmanlike manner by suitably licensed and registered contractors in compliance with relevant provisions of the Building Code of Australia, relevant Australian Standards, and applicable legislation (including the *Design and Building Practitioners Act 2020* and any regulations made thereunder) and in such a way as to minimise disruption or inconvenience to any owner or occupier of any other lot in the strata scheme;
- (b) carry out the Works substantially in accordance with the description in clause 1 and, if Council approval was required, as approved by Council;
- (c) not materially amend or vary the Works without the approval in writing of the Owners Corporation and, if required, Council;
- (d) take reasonable precautions to protect all areas of the building outside the Lot from damage by the Works;
- (e) transport all construction materials, equipment, debris and other material associated with the Works over common property in the manner reasonably directed by the Owners Corporation;
- (f) keep all areas of the building outside the Lot clean and tidy throughout the performance of the Works;
- (g) ensure that, so far as is reasonably practicable, the Works are performed wholly within the Lot;
- (h) remove all debris from the building resulting from the Works as soon as practicable and in accordance with the reasonable directions of the Owners Corporation;
- (i) only perform the Works at the times approved by the Owners Corporation (acting reasonably);
- (j) ensure that the Works do not interfere with or damage the common property, the property of any other lot owner or any Utility Service otherwise than as approved in this by-law;
- (k) make good any damage caused by the Owner in the performance of the Works within a reasonable period after that damage occurs;
- (l) subject to any extension of time required by reason of any supervening event or circumstance beyond the reasonable control of the Owner, complete the Works within one month of their commencement.

3.3 Completion of Works

- (a) The Owner must advise the Owners Corporation when the Works are complete; and
- (b) If the approval of Council is required to carry out the Works, on completion of the Works the Owner must provide to the Owners Corporation the certificate required by the Council that the Works comply with the conditions of any Council approval; and



- (c) On completion of the Works the Owner must provide to the Owners Corporation the certification of waterproofing works.

4. Liability and Indemnity

- (a) The Owner is liable for any damage caused to any part of the common property, not included in clause 1 of this by-law, as a result of the performance of the Works and must take all such steps as are necessary to make good that damage within a reasonable time after it has occurred.
- (b) The Owner must indemnify the Owners Corporation and any other lot against any loss or damage, cost, charge or expense incurred or sustained by the Owners Corporation or any other lot as a result of or arising out of the Works or the performance thereof, including without limitation any liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of any property of the Owner.

5. Other Rights and Obligations

The Owner must, at their own cost, maintain the alterations and additions installed in the course of the Works and the common property affected by the Works (including but not limited to the fixtures and fittings installed as part of the Works) in a state of good and serviceable repair and must renew or replace them whenever necessary.

6. Costs

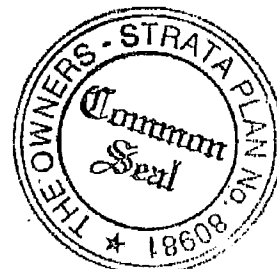
- (a) The Works must be undertaken at the cost of the Owner.
- (b) The Owner must pay the reasonable costs of the Owners Corporation in preparing, making, registering, implementing and enforcing this by-law.

7. Right to Remedy Default

If the Owner fails to comply with any obligation under this by-law and fails to rectify that breach within 14 days (or such other period as may be specified in the notice) of service of a written notice from the Owners Corporation requiring rectification of that breach, then the Owners Corporation may:

- (a) carry out all work necessary to perform that obligation;
- (b) enter upon any part of the Lot to carry out that work;
- (c) recover the costs of carrying out that work from the Owner and the expenses incurred by the Owners Corporation in recovering those costs including legal costs on an indemnity basis;

and the Owner shall indemnify the Owners Corporation against any legal action or liability flowing from the action of the Owners Corporation pursuant to this clause.



Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

Leave this space clear. Affix additional pages to the top left-hand corner.

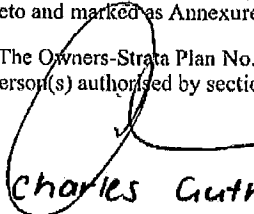
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP80981												
	(B) LODGED BY	<table border="1"> <tr> <td rowspan="5">Document Collection Box</td> <td>Name</td> <td>JAMES WEBSTER</td> <td rowspan="5">CODE CH</td> </tr> <tr> <td>Company</td> <td>Kerin Benson Lawyers</td> </tr> <tr> <td>Address</td> <td>PO Box 156 Adamstown NSW 2289</td> </tr> <tr> <td>E-mail</td> <td>james@kerinbensonlawyers.com.au Contact Number 02 4032 7990</td> </tr> <tr> <td>Customer Account Number (IF APPLICABLE) Reference</td> <td>006599</td> </tr> </table>	Document Collection Box	Name	JAMES WEBSTER	CODE CH	Company	Kerin Benson Lawyers	Address	PO Box 156 Adamstown NSW 2289	E-mail	james@kerinbensonlawyers.com.au Contact Number 02 4032 7990	Customer Account Number (IF APPLICABLE) Reference
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	Customer Account Number (IF APPLICABLE) Reference	006599											

- (C) The Owner-Strata Plan No. 80981 certify that a special resolution was passed on 14/8/2023
- (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 14
 Amended by-law No. NOT APPLICABLE
 as fully set out below :
 see Annexure A:
 Special by-law 14 - page 24 to 27

- (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. 80981 was affixed on 14/09/2023 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature : 

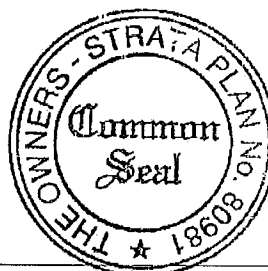
Name : Charles Guthrie

Authority : Strata Managing Agent

Signature :

Name :

Authority :





Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 24161
Date: 14/03/2024
Certificate No. ePLC2024/01977

Address of Property: 10/178-184 Pacific Parade DEE WHY NSW 2099
Description of Property: Lot 10 SP 80981

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) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021

Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021

Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapters 1, 2, 3, 4, 6, 7

State Environmental Planning Policy (Planning Systems) 2021
Chapters 1, 2

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
Chapters 1, 2

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
SEPP 65 – Design Quality of Residential Apartment Development
SEPP (Building Sustainability Index: BASIX)

Wholly Affected - State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 2

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapters 9, 10

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

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; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Veterinary hospitals

4 Prohibited

Any other development not specified in item 2 or 3

(c) Additional permitted uses

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

Nil

(d) 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.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

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

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

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Northern Beaches Section 7.12 Contributions Plan 2022 - in force 1 June 2022.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution

The subject land is within the Greater Sydney area to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

If the land is land on which complying development may or may not be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 3D 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*.

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

(4) Complying Development Codes varied under Clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

If the land is land on which exempt development may or may not be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

- (a) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (b) 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
- (c) 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 section—

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

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

7. 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.

8. 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.

9. Flood related development controls

- (1) The land is not within the flood planning area and subject to flood related development controls.
- (2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. 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.

13. Mine Subsidence

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

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203*.

15. 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.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust 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).

17. 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*).

18. 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.

19. 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).

Note—

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

- (a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) not shown on the Lighting Intensity and Wind Shear Map, or
- (c) not shown on the Obstacle Limitation Surface Map, or
- (d) not in the “public safety area” on the Public Safety Area Map, or
- (e) not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of State Environmental Planning Policy (Housing) 2021.

22. Site compatibility certificate and conditions for affordable rental housing

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

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021.

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009.

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

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's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

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 - add permitted use of "registered club" on the site of the proposed new Warringah Golf Club

Applies to land: Lot 2742 DP 752038

Outline: Amends WLEP 2011 to:

- Permit an additional permitted use of "registered club" on the site of the proposed new Warringah Golf Club

Council resolution: 24 October 2023

Additional Information Applying To The Land

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

Geotechnical Planning Controls

Council is currently undertaking a study to review geotechnical planning controls across the Local Government Area. Information from a draft study indicates geotechnical considerations may affect a greater number of properties and may present an increased risk to properties than that shown on published hazard maps. Council's Development Engineering & Certification team can be contacted for further information.

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

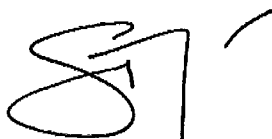
Many Aboriginal objects are found within the Local Government Area. It is prudent for the purchaser of land to make an enquiry with the Office of Environment and Heritage as to whether any known Aboriginal objects are located on the subject land or whether the land has been declared as an Aboriginal 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.

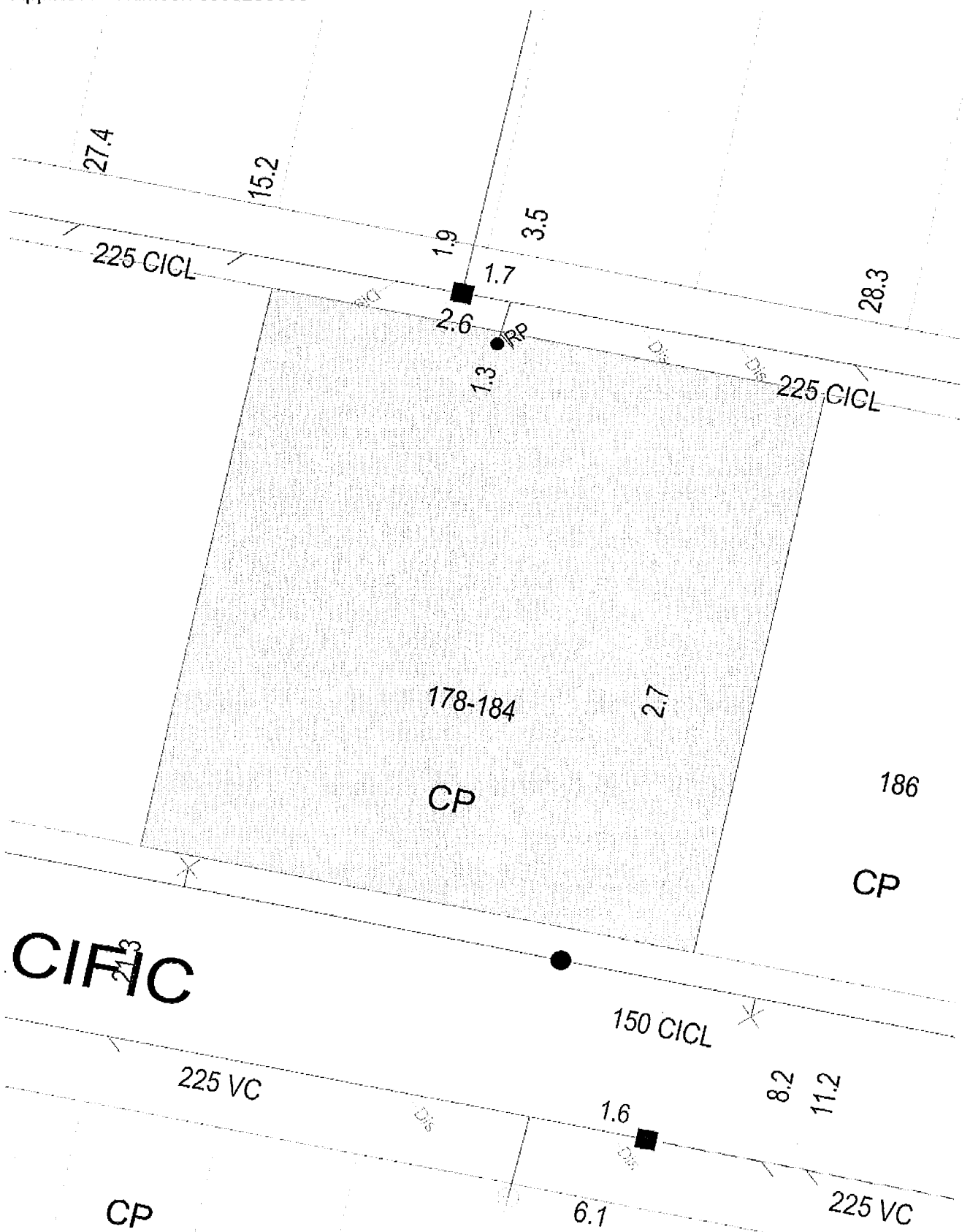
Coastal Hazards

Information available to Council indicates properties within the suburb of Cottage Point may be affected by coastal hazards. Please contact Northern Beaches Council for further information.



Scott Phillips
Chief Executive Officer
14/03/2024

Service Location Print
Application Number: 8003230308



Document generated at 14-03-2024 04:21:34 PM

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			

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

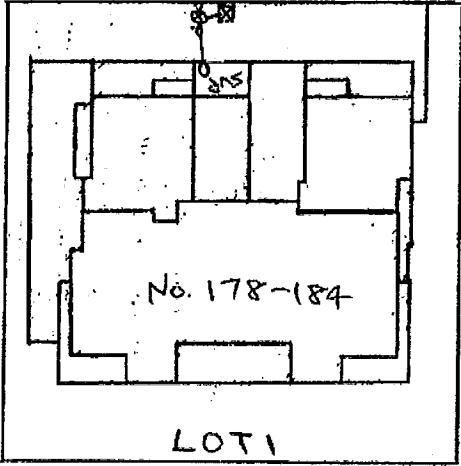
Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

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)

Sewer Service Diagram

Application Number: 8003230307

SEWERAGE SERVICE DIAGRAM			
MUNICIPALITY OF <u>Warringah</u>	SUBURB OF <u>Dee Why</u>	SSD <u>20/1009</u>	
Lot No. <u>1</u>	House No. <u>178-184</u>	STREET <u>Pacific Parade</u>	SCALE: <u>1:1500</u>
INDICATES - DRAINAGE FITTINGS ■ Manhole □ Chr Chamber ● Lx Lamp hole ⊗ Boundary Trap ⊕ Inspection Shaft ■ Pit ■ G Grease Interceptor ■ GTS Greywater Treatment System ⊙ TMS Terminal Maint. Shaft ⊙ MS Maintenance Shaft		SYMBOLS AND ABBREVIATIONS INDICATES - PLUMBING FIXTURES & OR FITTINGS G Gully RV Reflex Valve IO Inspection opening V Vert Vertical Pipe IP Induct Pipe MF Micro Flop RP Rodding Point SJ Staped Junction VJ Vertical Junction OJ On back Junction CO Clean out VP Vent Pipe Tr(L) Trough laundry S Sink (kitchen) WC Water Closet BH. Bath Waste H Basin AAV Air Admittance Valve SVP Sol Vent Pipe Bid Bidet Shr Shower DWM Dishwashing machine FW Floor waste gully CWM Clothes-washing machine BS Sink Bar LS Sink Laboratory LP Reducor Waste Stack	
INDICATES - PLUMBING ON MORE THAN ONE LEVEL ⊙ SVP Sol Vent Pipe ⊙ WS Waste Stack		ELEC. Pump Unit Boundary Valve Boundary Valve with PRV Alarm Control Panel LP Stop Valve LP Air Valve HSV Flow Monitor Vacuum Chamber Flushing Point	
Licence No. <u>49696</u>	Permit/COC No. <u>513491</u>	Signature <u>[Signature]</u>	Date <u>24-2-2011</u>
Licence No.	Permit/COC No.	Signature	Date
			
IMPORTANT NOTE This diagram was supplied to Sydney Water by the plumber / drainer whose licence number appears on it. It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate. 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.			



INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Vendor Copy

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S80981/10	Unit 10, 178-184 PACIFIC PDE DEE WHY 2099	NOT AVAILABLE	Not Opted In

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2024 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

The owner:

- will be contacted.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

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/taxes/land/clearance.

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.



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.

POWER OF ATTORNEY

PART 1 - General

THIS POWER OF ATTORNEY is made on the 24th day of Nov, 2010 by-

GERNOT TEUFEL (the "principal")
of 14 Rechte Baangasse, Vienna, AUSTRIA.

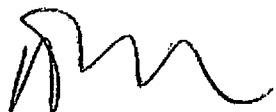
1. I appoint GARY LISLE HAINSWORTH of 34 Coolabah Cresent, Forestville, NSW 2087 and MARISSA ANTONINA BOEMI of 566 Old Northern Road, DURAL, NSW, 2158 to be my attorneys. My attorneys may exercise the authority conferred on my attorneys by Part 2 of the *Powers of Attorney Act 2003* to do on my behalf anything I may lawfully authorise an attorneys to do. My attorneys' authority is subject to any additional details specified in Part 2 of this document.
2. I give this power of attorney with the intention that it will continue to be effective if I lack capacity through loss of mental capacity after its execution.
3. This power of attorney operates:--
 - ~~immediately~~
 - when my attorney accepts (or as each of my attorneys accept) the appointment
 - ~~on and from~~ up to and including ~~_____~~
 - ~~when my attorney considers that I need assistance managing my affairs~~
 - ~~other~~ _____

If no option is selected or the options chosen are unclear or inconsistent, I intend that the power of attorney will operate immediately or, if clause 2 is not crossed out, when my attorney accepts, or as each of my attorneys accept, the appointment.

4. If I appoint more than one attorney, then I appoint them subject to the provisions of clause 8.

PART 2 - Additional powers and restrictions

- ~~5. I authorise my attorney to give reasonable gifts as provided by section 11 (2) of the Powers of Attorney Act 2003.~~
- ~~6. I authorise my attorney to confer benefits on the attorney to meet the attorney's reasonable living and medical expenses as provided by section 12 (2) of the Powers of Attorney Act 2003.~~
- ~~7. I authorise my attorney to confer benefits on _____ to meet their reasonable living and medical expenses as provided by section 13 (2) of the Powers of Attorney Act 2003.~~
8. This power of attorney is subject to the following conditions and limitations:
 - a. I DIRECT GARY LISLE HAINSWORTH to be my prime attorney, PROVIDED HOWEVER, should he predecease me or be unwilling or unable to act THEN I DIRECT that MARISSA ANTONINA BOEMI to be my attorney.
 - b. I DIRECT that this Power of Attorney is limited only with respect to dealings involving Unit 10, 178- 184 Pacific Parade, Dee Why, NSW.



Signed, sealed and delivered by
GERNOT TEUFEL

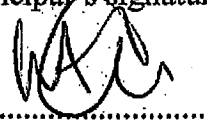
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.....
principal's signature

in the presence of:

Warwick Antony Anderson



witness's name

.....
witness's signature

566 Old Northern Rd Dural

witness's address

CERTIFICATE UNDER SECTION 19 OF THE POWERS OF ATTORNEY ACT 2003

I, Warwick Anderson

of 566 Old Northern Road, DURAL NSW 2158

certify the following:

1. I explained the effect of this power of attorney to the principal before it was signed.
2. The principal appeared to understand the effect of this power of attorney.
3. I am a prescribed witness.
4. I am not an attorney under this power of attorney.
5. I have witnessed the signature of this power of attorney by the principal.

dated 24 November 2010



.....
Warwick Anderson
solicitor witness

Acceptance by Attorney

I accept my appointment as an attorney under this enduring power of attorney.

Dated 24 / 11 / 2010

Dated 24 NOV 2010

.....
Gary Hisle Hainsworth
.....
.....
Marilyn Ann Hainsworth
.....

**Lodged for registration at the Department of Lands,
Land and Property Information Division (LPI) by—**

(see paragraph 7 in the publication "Important Information for Principals and Attorneys" provided with this form)

LPI Delivery Box No.	Name, Address or DX and Telephone Number
	Anderson Boemi Lawyers 566 Old Northern Road, DURAL NSW 2158 Ph.: 9653 9466

REGISTERED
18/3/2024
BK 4823 NO 63



THIS DOCUMENT WAS ACCEPTED AS PART OF THE COVID-19 RESIDUAL LODGMENT PROGRAM

Important information for principals and attorneys

- (1) A power of attorney is an important and powerful legal document. You should get legal advice before you sign it. A power of attorney gives the attorney the authority to buy and sell real estate, shares and other assets for the principals, to operate the principal's bank accounts, to spend the principal's money on behalf of the principal and to exercise many other powers. It is not to be used after the principal dies.
- (2) A power of attorney cannot be used for health or lifestyle decisions. The principal should appoint an enduring guardian under the Guardianship Act 1987 if the principal wants a particular person to make these decisions. For further information, contact the Guardianship Tribunal (toll free 1800 463 928 or www.gt.nsw.gov.au) or the Public Guardian ((02) 9265 3184 or 1800 451 510 or www.lawlink.nsw.gov.au/opg).
- (3) Part 2 of the power of attorney will permit the attorney to use the principal's money and assets for the attorney or anyone else as provided by clauses 5, 6 and 7. If the principal does not want this to happen, then the principal should delete the powers from Part 2 that the principal does not want to give the attorney.
- (4) An attorney must always act in the best interests of the principal. Unless the attorney is expressly authorised, the attorney cannot gain a benefit from being an attorney.
- (5) This power of attorney is for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other States and Territories in Australia may give effect to this power of attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.
- (6) An attorney should keep the attorney's own money and property separate from the principal's money and property, unless they are joint owners, or operate joint bank accounts. An attorney should keep reasonable accounts and records about the principal's money and property.
- (7) If the attorney is signing documents that affect real estate, the power of attorney must be registered at Land and Property Information NSW.

For information on powers of attorney, the attorney's duties and registration, contact Land and Property Information NSW ((02) 9228 6666 for a fact sheet or www.lpi.nsw.gov.au) or a solicitor, a trustee company or the Public Trustee (www.pt.nsw.gov.au).