

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Real Estate Dee Why 888 Pittwater Road, Dee Why, NSW 2099	Phone: 9971 9000 Fax: 9982 6446 Ref: Kelly Mulvihill
co-agent		
vendor	Patrick John Mulvihill and Tracee Yvette Mulvihill 25/35-41 Sturdee Parade, Dee Why, NSW 2099	
vendor's solicitor	L G Parker & Co 1st Floor, 644 Pittwater Road, Brookvale NSW 2100 DX 29177 Brookvale	Phone: (02) 9938 4177 Email: parkerlg@ozemail.com.au Fax: 9938 6577 Ref: LGP:MB:5181
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	25/35-41 Sturdee Parade, Dee Why, New South Wales 2099 Registered Plan: Lot 25 Plan SP 77493 Folio Identifier 25/SP77493	

improvements VACANT POSSESSION subject to existing tenancies

HOUSE garage carport home unit carspace x 2 storage space

none other:

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

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

inclusions blinds dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other: Pots in planter boxes, air conditioners x 3

exclusions

purchaser

purchaser's solicitor

price \$

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

balance \$

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make 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 *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Strata Revolution
 PO Box 3047, ALLAMBIE HEIGHTS NSW 2100 Phone: 8459 7361
 elly@stratarevolution.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is NO COOLING OFF PERIOD:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Section 66W certificate

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **25/35-41 Sturdee Parade, Dee Why**, from **Patrick John Mulvihill and Tracee Yvette Mulvihill** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Patrick John Mulvihill and Tracee Yvette Mulvihill** and am not employed in the legal practice of a solicitor acting for **Patrick John Mulvihill and Tracee Yvette Mulvihill** nor am I a member or employee of a firm of which a solicitor acting for **Patrick John Mulvihill and Tracee Yvette Mulvihill** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

SPECIAL CONDITIONS

33. This Contract for Sale is amended as follows:-
 - (a) Clause 16.5 is amended by deleting "plus another 20% of that fee"; and
 - (b) Clause 16.8 is deleted.
34. The Purchaser enters into this Contract relying upon his own inspection of the property hereby sold and accepts the same in its present state of repair and condition including the land with all defects latent or patent and all improvements, structures and all fittings, fixtures and inclusions therein also with all defects latent or patent and the Purchaser may make no objection, requisition or claim for compensation in respect of the same or in respect of any want of repair found therein between the date of this Contract and the date of completion. The Purchaser further agrees that the Vendor shall not be bound or obliged in any way nor may the Purchaser rely upon any representation, warranty, condition or promise made by the selling agent or by any other person or corporation whether or not purporting to act with the authority of the Vendor unless that representation, warranty, condition or promise is set out in this Contract. This special condition shall not merge on completion hereof.
35. It is agreed between the Vendor and the Purchaser that a period of fourteen (14) days (including public holidays, weekends and the settlement date) shall be a sufficient period of time for any notice to complete which shall be served by either party upon the other pursuant to this Contract and neither party may make any objection, requisition or claim for compensation in respect of the said period and the Purchaser shall not be entitled to object to that notice on the basis that at the time the notice is issued the property sold is occupied by some person other than the Vendor provided that vacant possession, if provided for in this Contract, is granted to the Purchaser on the day set down in the Notice to Complete for completion.
36. The Purchaser may not object, if on settlement, the Vendor hands to the Purchaser a duly executed discharge of mortgage or other encumbrance or withdrawal of Caveat in registrable form in respect of any mortgage, encumbrance or Caveat then registered or entered against the Vendor's Title provided that the appropriate registration fees shall be allowed by the Vendor to the Purchaser in respect of same.
37. Should either Party (or where such party comprises more than one person then any of such persons) die or become bankrupt before completion of this Contract then the other party may by notice in writing to the Solicitors acting for the first mentioned party rescind this Contract and such rescission shall be deemed ab initio and the provisions of Clause 19 hereof shall apply.
- ~~38. The Purchaser shall make no objection, requisition or claim for compensation in respect of any matter or information contained in or disclosed in the Survey Report _____ of dated _____ a copy of which is annexed to this contract and the Vendor does not warrant the accuracy or currency of such Survey.~~
- ~~39. The Purchaser shall make no objection, requisition or claim for compensation in relation to:-~~

40. Notwithstanding anything herein contained, any claim for compensation shall at the Vendor's election be deemed to be an objection to title and shall (if the Vendor so elects) for the purpose of this Contract (and in particular clauses 6, 7 and 8) entitle the Vendor to rescind this Contract where the Purchaser does not waive such claim.
41. Notwithstanding anything else contained herein the Parties agree that should the Purchaser apply for a Building Certificate pursuant to the Local Government Act and the relevant Council should list any defects or require any work to be carried out, then the Vendor shall not be required to expend any monies or carry out any works in relation thereto.
42. In consideration of the Vendor entering into this Contract the Purchaser warrants that he was not introduced to the Vendor or to the property hereby sold by any real estate agent or by any other person, firm or corporation entitled to charge a commission in respect of the sale hereby effected other than the Vendors Agent(s) as disclosed herein and further hereby indemnifies the Vendor against any claim, suit, action or demand for such commission arising as a consequence of any such introduction forming a breach of such warranty other than by the Vendors Agent(s) as disclosed herein. It is expressly agreed that this warranty and indemnity shall not extend to any claim made upon the Vendor as a consequence of any sole agency Contract signed by the Vendor and still current at the date hereof and that this special condition shall not merge on completion hereof.
43. If the deposit herein is to be invested in accordance with clause 2. then the Vendor and Purchaser will within seven (7) days of the date hereof each provide a signed and completed Australian Tax Office (joint account) notification of Tax file number form to the Solicitor or Agent who shall be investing the deposit.
44. Notwithstanding clause 2. the parties agree that the Vendor shall be entitled to release of such portion of the deposit herein as the Vendor may determine for use only for payment of Land Tax on this property or as a deposit and/or for payment of stamp duty in the purchase by the Vendor of other real estate.
45. If the Purchaser shall 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 purchase money, liquidated damages calculated as nine per cent (9%) interest on such balance purchase money, computed at a daily rate from and including the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's losses including interest on the purchase money and liability for rates and outgoings.
46. The Purchaser shall take title subject to the existing water, sewerage, gas and electric light installations and services, if any, and no objection shall be taken and no requisitions made by the Purchaser in any respect of such installations and services on the ground that any connections are made through other property and that no rights or easements in respect of such installations and services exist or that such rights or easements cannot be obtained or in respect of any defects in such installations and services or on the ground that any water or sewerage main or any underground or surface storm water drain or any gas or electric light installations or services pass through over or

under the subject land or should any manhole or vent be on the subject land.

47. the Purchaser:-

47.1 warrants that the purchaser is not aware of any facts relating to zoning or the proposed use or occupation of the property which would give rise to a liability for the Vendor to pay any GST on supply of the property; and

47.2 indemnifies and will keep the Vendor indemnified against liability of whatever nature which arises from a breach of the warranty set out above.

48. The parties agree that the deposit is ten per cent (10%) of the price PROVIDED THAT if the Vendor is prepared to accept on the date of this Contract one half of such deposit and to delay receipt of the remaining one half of such deposit, then in those circumstances it is agreed that such acceptance shall be in consideration of the Purchaser:

a) Not committing any act of default and

b) Paying the remaining one half of such deposit on the earlier of completion or upon the Vendor's demand should the Purchaser have committed any such act of default,

then the Vendor shall be entitled to receive the unpaid portion of such deposit on the earlier of completion or the Vendor's demand following any default by the Purchaser. It is also agreed, that if the reduced deposit is invested then the Vendor shall be entitled to all interest earned.

49. The parties agree that whether or not the Land Tax adjustment on page 1 indicates a choice of "Yes" the Vendor shall be entitled to require a Land Tax adjustment based on the actual land tax payable by the Vendor without reference to any threshold and Clause 14.4.2 shall not apply unless the Vendor is otherwise exempt from Land Tax, in which case this clause shall not apply and no adjustment shall be required.

50. The parties agree that if, on completion, any apportionment of payments due to be made under this contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is consistent with such correct calculation. This clause shall not merge on completion.

51. The parties agree that if the National Credit Code is applicable, that in that circumstance the Vendor has entered into this contract on the basis that the Purchaser discloses and warrants to the Vendor that either, credit/finance is not required for the purchase of the property or if credit/finance is required then the Purchaser discloses and warrants to the Vendor that the Purchaser has at the date of this Contract obtained approval for all credit necessary to finance the purchase of the property on terms which are reasonable and acceptable to the Purchaser.

Special Condition 52.**CONDITIONS OF SALE BY AUCTION**

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer; and
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

- 2A. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of co-owner;

5.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

3. The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

- (a) If amount can reasonably be determined immediately after fall of hammer - before the close of the next business day following the auction; or
- (b) If that amount cannot reasonably be determined immediately after the fall of the hammer - before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



FOLIO: 25/SP77493

SEARCH DATE	TIME	EDITION NO	DATE
5/3/2021	12:18 PM	3	2/9/2018

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

LAND

LOT 25 IN STRATA PLAN 77493
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

PATRICK JOHN MULVIHILL
TRACEE YVETTE MULVIHILL
AS JOINT TENANTS (TP AC749128)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP77493
- 2 SP77493 RIGHT OF ACCESS 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 AC749129 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP77493

SEARCH DATE	TIME	EDITION NO	DATE
5/3/2021	12:18 PM	11	2/9/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 77493
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 SP77493

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 77493
ADDRESS FOR SERVICE OF DOCUMENTS:
35-41 STURDEE PARADE
DEE WHY
NSW 2099

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1089046 EASEMENT TO DRAIN WATER 1.5 & 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AC586217 POSITIVE COVENANT
- 4 AC586218 RESTRICTION AS TO USER (S.88E(3) CONVEYANCING ACT, 1919)
- 5 SP77493 RIGHT OF ACCESS 1.2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 AP502022 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP502022 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1500)

STRATA PLAN 77493

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 53	2	- 52	3	- 52	4	- 52
5	- 53	6	- 53	7	- 40	8	- 49
9	- 52	10	- 52	11	- 53	12	- 53
13	- 53	14	- 40	15	- 40	16	- 49
17	- 52	18	- 53	19	- 53	20	- 53
21	- 52	22	- 41	23	- 40	24	- 49
25	- 66	26	- 42	27	- 53	28	- 42

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP77493

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1500) (CONTINUED)

STRATA PLAN 77493

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 42	30	- 66				

NOTATIONS

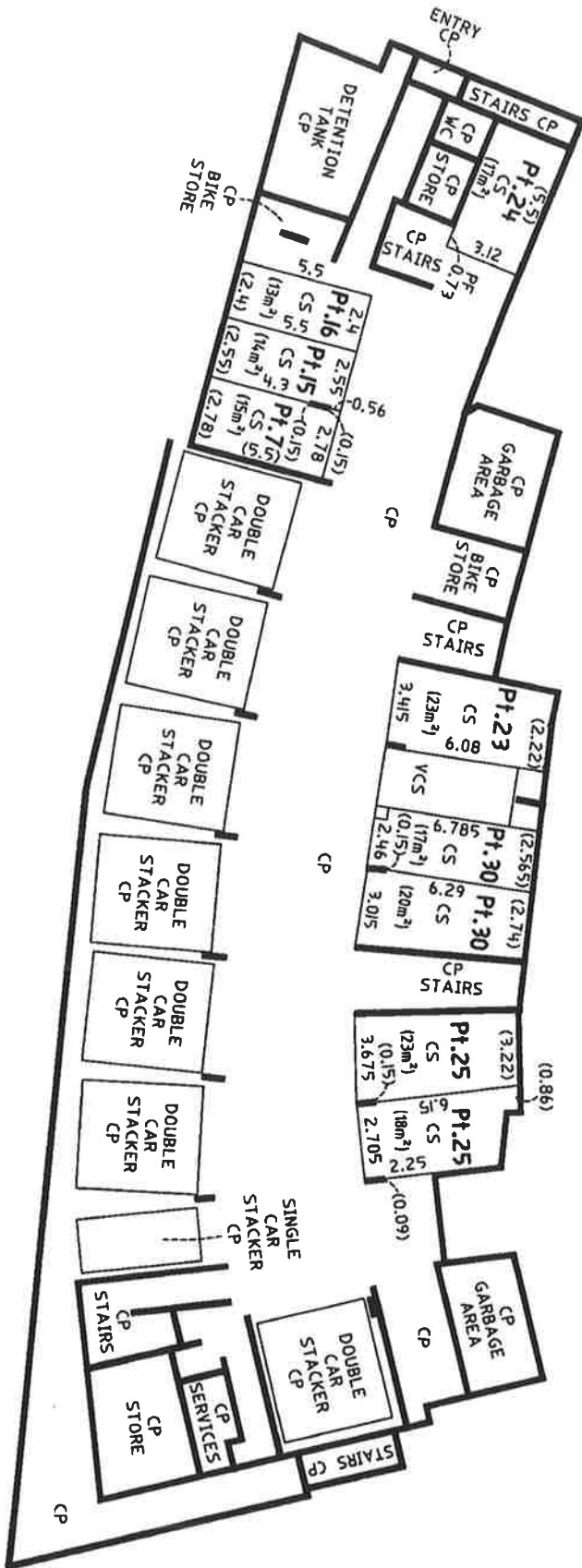
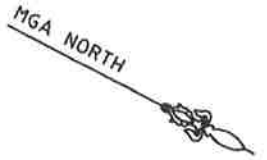
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

5181

PRINTED ON 5/3/2021

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



BASEMENT LEVEL

NOTES:

- PF. DENOTES PROLONGATION OF FACE OF WALL
- CP. DENOTES COMMON PROPERTY
- CS. DENOTES CAR SPACE
- WCS. DENOTES VISITOR CAR SPACE
- WC. DENOTES WATER CLOSET

⊥ DENOTES 90°

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLE FREEHOLD ACT AND ARE APPROXIMATE ONLY

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

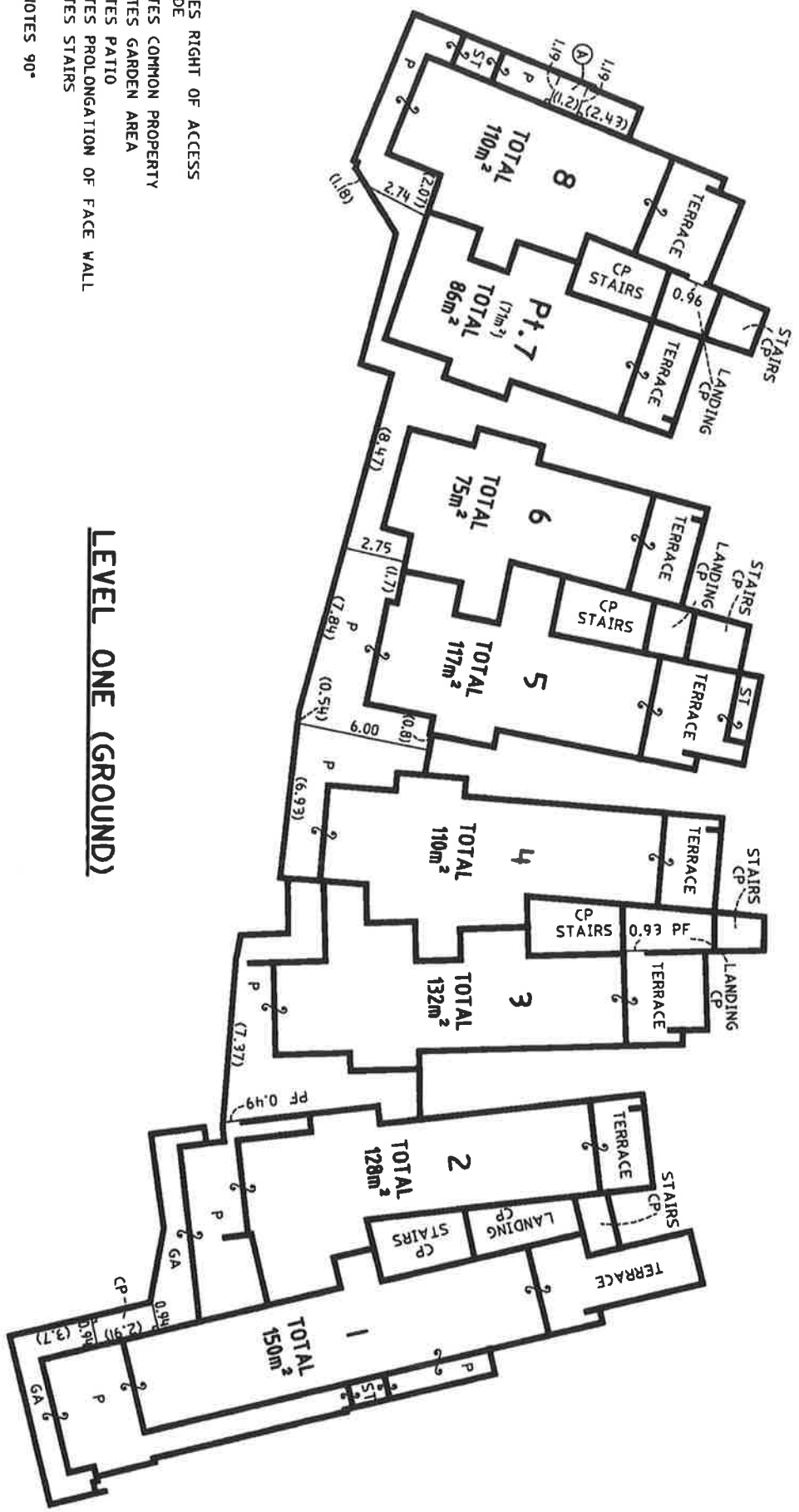
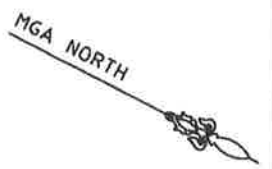
Authorising Person/Secretary/Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 533STRATA6

SP77493



SP77493



- NOTES:**
- ⓐ DENOTES RIGHT OF ACCESS 1.2 WIDE
 - CP DENOTES COMMON PROPERTY
 - GA DENOTES GARDEN AREA
 - P DENOTES PATIO
 - PF DENOTES PROLONGATION OF FACE WALL
 - ST DENOTES STAIRS
 - L DENOTES 90°
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLE FREEHOLD ACT AND ARE APPROXIMATE ONLY
 - THE STRATUM OF THE GARDEN AREAS EXTEND BETWEEN 1 METRE BELOW AND 5 METRES ABOVE THE UPPER CONCRETE SURFACE OF THEIR RESPECTIVE LEVEL 1 FLOORS EXCEPT WHERE COVERED.
 - THE STRATUM OF THE PATIO, STAIRS & TERRACES EXTEND TO A HEIGHT OF 2.5 METRES ABOVE THEIR RESPECTIVE HARD STAND SURFACE EXCEPT WHERE COVERED.

- NOTES CONTINUED:**
- PLANTER BOXES WITHIN PATIO AREAS FORM PART OF THEIR RESPECTIVE LOTS
 - ALL TILING AND PAVING AFFIXED TO PATIOS, STAIRS, AND TERRACES FORM PART OF THE COMMON PROPERTY.

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

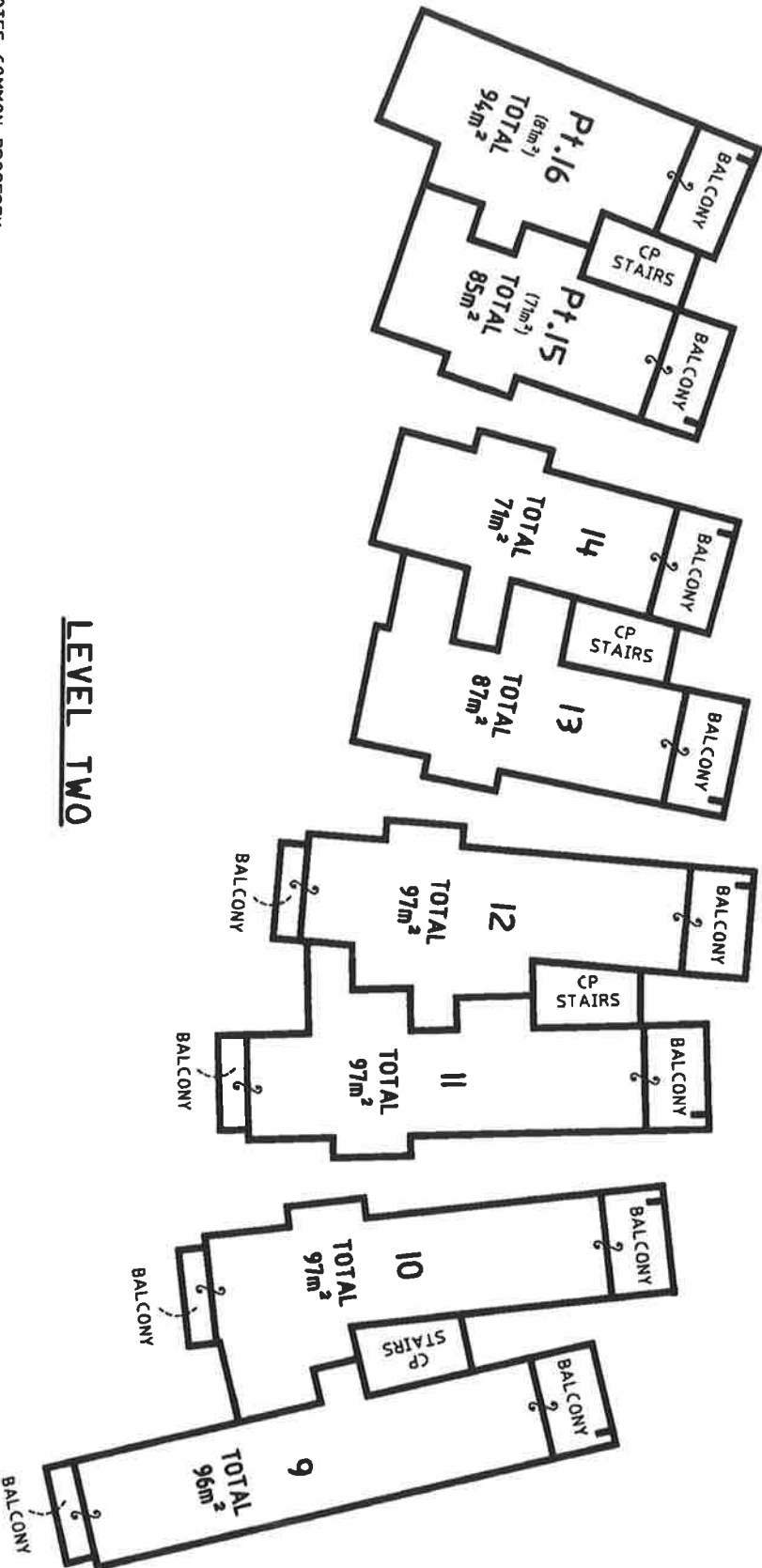
Authorised Practice/Company Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 5395STRATA6



SP77493

MGA NORTH



LEVEL TWO

NOTE:

- CP. DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLE FREEHOLD ACT AND ARE APPROXIMATE ONLY
- THE STRATUM OF THE BALCONIES EXTEND TO A HEIGHT OF 3 METRES ABOVE THEIR RESPECTIVE HARD STAND SURFACE EXCEPT WHERE COVERED.
- ALL TILING AFFIXED TO BALCONIES FORM PART OF THE COMMON PROPERTY.

Reduction Ratio 1:200

Lengths are in metres



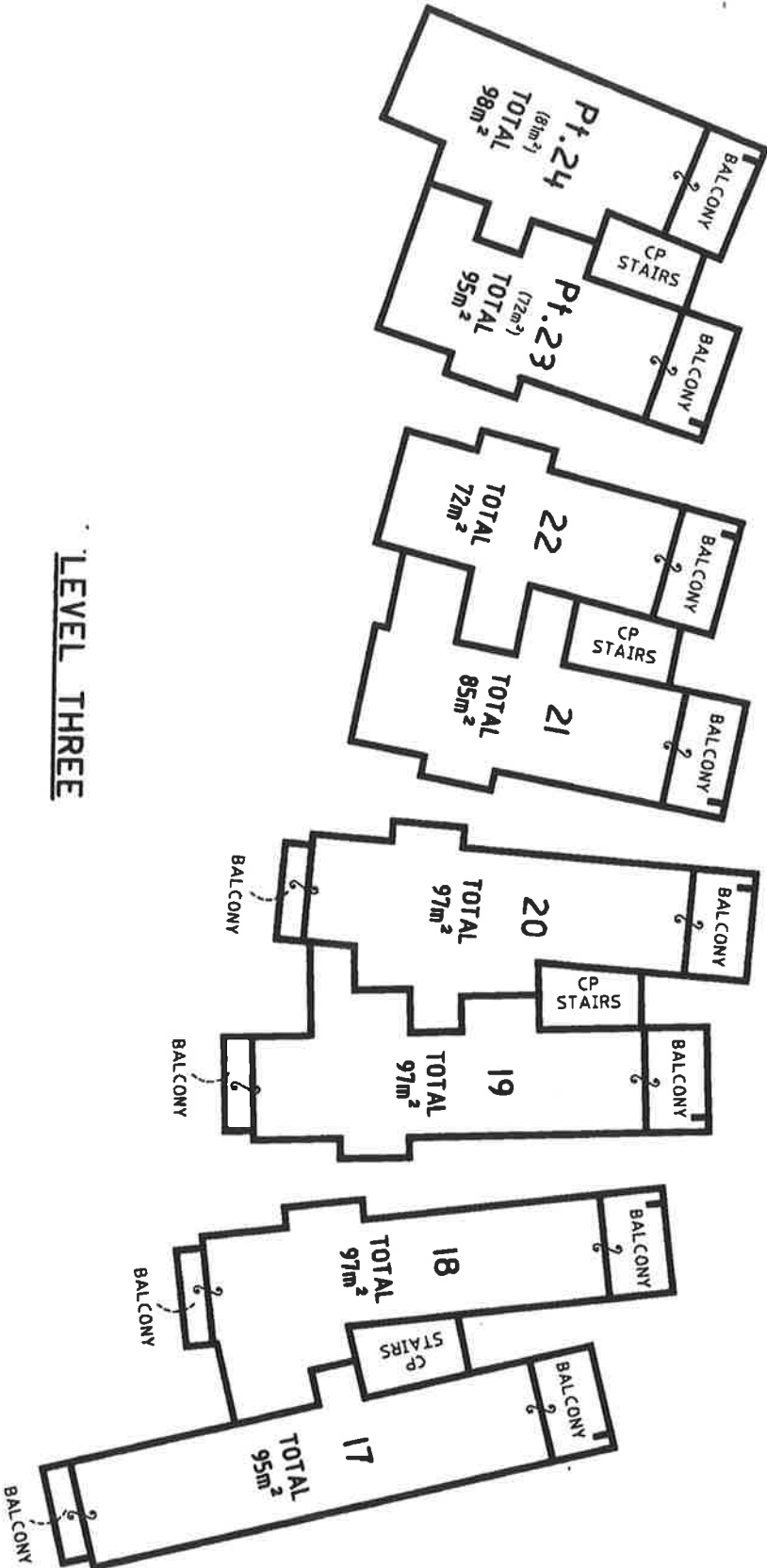
Registered Surveyor

Authorised Person/Company Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 533STRATA6

SP77493

MGA NORTH



LEVEL THREE

NOTES:

- CP. DEMOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLE FREEHOLD ACT AND ARE APPROXIMATE ONLY
- THE STRATUM OF THE BALCONIES EXTEND TO A HEIGHT OF 3 METRES ABOVE THEIR RESPECTIVE HARD STAND SURFACE EXCEPT WHERE COVERED.
- ALL TILING AFFIXED TO BALCONIES FORM PART OF THE COMMON PROPERTY.

Reduction Ratio 1:200

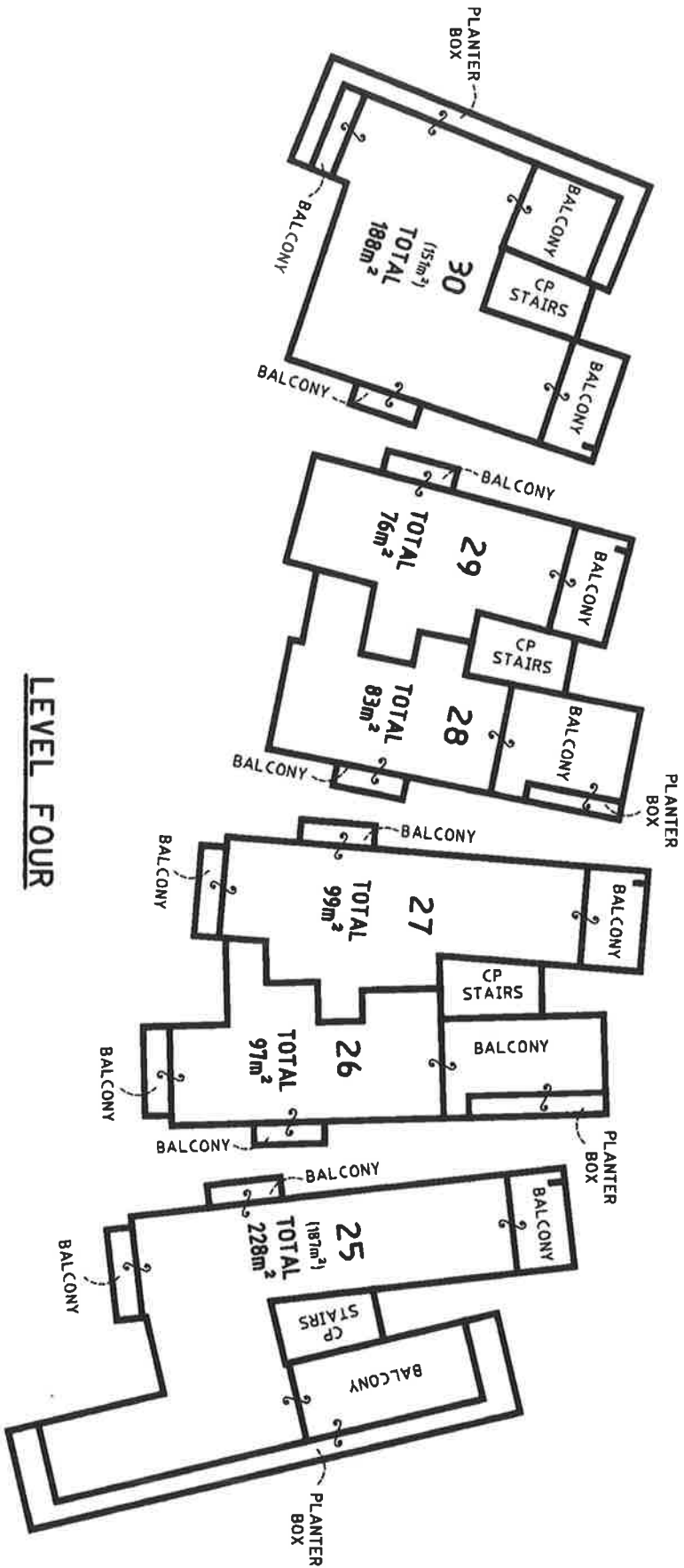
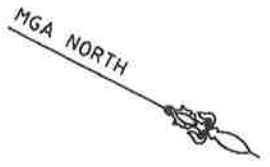
Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 533STRATA6

SP77493



LEVEL FOUR

NOTES:

- CP DENOTES COMMON PROPERTY
- THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA TITLE FREEHOLD ACT AND ARE APPROXIMATE ONLY
- THE STRUTUM OF THE BALCONIES & PLANTER BOXES EXTEND TO A HEIGHT OF 3 METRES ABOVE THEIR RESPECTIVE HARD STAND SURFACE EXCEPT WHERE COVERED.
- ALL TILING AND PAVING AFFIXED TO BALCONIES FORM PART OF THE COMMON PROPERTY.

~~PLANTER BOXES WITHIN BALCONY AREAS FORM PART OF THE COMMON PROPERTY.~~

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorised Director/General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 5335TRATA6



**INSTRUMENT SETTING OUT TERMS OF RIGHT OF ACCESS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND
SECTION 7(3), STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Lengths are in metres

(Sheet 1 of ⁴ 2 sheets)

SP77493

Plan of Subdivision of Lot 1 in DP1089046
Covered by Council-Strata Certificate
No. SC 946 of 25/9/06

Dated:

Full name and address of
proprietors of the land

WJ JLB Builders and Developers Pty Limited
ACN 102 572 101 (IN LIQUIDATION)
Address...P.O. BOX 485...SURFERS PARADISE
4217

Full name and address of
Mortgagee of the land

PART 1 (Creation)

1. Identity of Right of Access firstly
referred to in above mentioned plan

Right of Access 1.2 wide

Schedule of Lots, etc. affected

Lot burdened

Lot 8


Lots
Authority benefited

WJ **Each Lot, Common Property
Lots 1-7 and lots 9-30**

PART 2 (Terms)

1. Terms of Right of Access firstly referred to in above mentioned plan.

Right of Access in the terms set out in Part fourteen of Schedule VIII of the Conveyancing Act, 1919
(as amended).


Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

**INSTRUMENT SETTING OUT TERMS OF RIGHT OF ACCESS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND
SECTION 7(3), STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973**

Lengths are in metres

(Sheet 2 of ⁴ sheets)

Plan:

Plan of Subdivision of Lot 1 in DP1089046
Covered by Council Strata Certificate
No. SC 946 of

SP77493

Dated:

Registered proprietors:

Signed by **Permanent Trustee Australia Limited A.C.N. 008 412 913** as mortgagee in Possession under mortgage No. 9990162 by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No 346

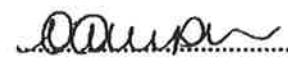
Group A Attorney

Group B Attorney


Name JENNIE BEAVERS


Name Susan Davis

I certify that the Attorneys under Power of Attorney Book 4022 No 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: 

Name of Witness: Katrina Teresa Ann Harper

Address of Witness: 213 St Pauls Terrace, Brisbane

SP77493

(Sheet 3 of 4 sheets)

Mortgagee/s:

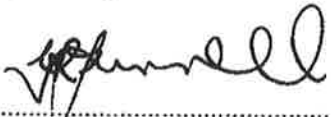
1. Mortgage No: 9990162:

Signed by Permanent Trustee Australia Limited A.C.N. 008 412 913 as mortgagee under Mortgage No 9990162 by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No 346

Group A Attorney

Group B Attorney


.....
Name **Geoffrey Funnell**


.....
Name **JENNIE BEAVERS**

I certify that the Attorneys under Power of Attorney Book 4022 No 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: B. Lawley.....

Name of Witness: BARBARA LAWLEY.....

Address of Witness: 213 ST PAUL'S TCE BRISBANE.....

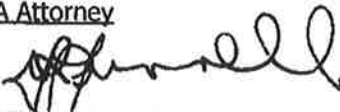
2. Mortgage No AA204316 :


Signed by Permanent Trustee Australia Limited A.C.N. 008 412 913 as mortgagee under Mortgage No AA204316 by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No 346

Group A Attorney

Group B Attorney


.....
Name **Geoffrey Funnell**


.....
Name **JENNIE BEAVERS**

I certify that the Attorneys under Power of Attorney Book 4022 No 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: B. Lawley.....

Name of Witness: BARBARA LAWLEY.....

Address of Witness: 213 ST PAUL'S TCE BRISBANE.....

SP77493

(Sheet 4 of 4 sheets)

3. Mortgage No AB363166 :

Executed on behalf of **Sterling Capital Pty Ltd** under Mortgage No AB363166 pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below:



wt. Authority: Section 127 of the Corporations Law

Signature of authorised person:

Name of authorised person:

Office held:

Sole director AND SECRETARY
Signature of authorised person:

RUPERT PENNINGTON LEGG

Name of authorised person:

Office held: *Sole Director.*

REGISTERED  20.10.2006

~~DP1089046~~ **88B INSTRUMENT**

INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 1 of ~~2~~ sheets)

DP1089046

Plan of Consolidation of Lot 2 in
DP525261 & Lots 4, 5 & 6 in
DP 12942

Subdivision Certificate No.

Full name and address of proprietors of the land.

**JLB BUILDERS AND DEVELOPERS
PTY LIMITED
P.O. BOX 2501
TAREN POINT NSW 2229**

PART 1 (Creation)

1. Identity of easement firstly referred to in abovementioned plan.

Easement to Drain Water 1.5 & 3 wide.

Schedule of lots, etc. affected

Lot burdened
1 in DP
1 in DP

Lot benefited
CP in SP47393
~~20/1069153~~
Now CP/SP75108

PART 1A (Release)

1. Identity of easement secondly referred to in abovementioned plan.

Easement to Drain Water 0.9 wide.
(DP 644857)

Schedule of lots, etc. affected

Lot burdened
5 in DP 12942

Lot benefited
CP in SP47393

EXECUTED BY STERLING CAPITAL PTY LTD
ACN 109 253 554 by its attorney
under power of attorney registered
NO. 554 BOOK 4461

PHILIP NUNN BARTON
PRINT NAME - ATTORNEY
MEAGHAN DIX
PRINT NAME - WITNESS
STERLING
James Bezzina



The Common Seal of the
Owner SP 47393 was
hereto affixed in the
presence of
Russell Dalliston
RUSSELL DALLISTON - SECRETARY
Darren Heath
DARREN HEATH - EXECUTIVE OFFICER

Handwritten initials and marks at the bottom right of the page.

DRAFT 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED OR RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres.

(Sheet 2 of ~~7~~⁴ sheets)

PART 2

Plan of Consolidation of Lot 2 in
DP525261 & Lots 4, 5 & 6 in
DP 12942

DP1089046

Registered Proprietors:

**JLB BUILDERS AND DEVELOPERS
PTY LIMITED** ACN 102 578 101
P.O. BOX 2501
TAREN POINT NSW 2229

.....
Signature *[Signature]* Date
James Bezzina
Sole Director/Secretary

Signed in my presence by:

.....
Name of Witness Date

Address of Witness



The Common Seal of the Owners SP47393 was hereto affixed in the presence of:

The Owners- Strata Plan No. 47393
39 Delmar Parade
DEE WHY NSW 2099

.....
Signature *[Signature]* Date 26/9/2005
RUSSELL DALLISTON - SECRETARY

Signed in my presence by:

.....
Name of Witness Date
DARREN HEATH 26/9/05
Executive officer

3/39 DELMAR PARADE DEE WHY NSW 2099

Address of Witness

9/6/05

PERMANENT TRUSTEE AUSTRALIA LIMITED A.C.N. 008 412 913
by its Attorneys who state that they have no notice of revocation of the Power of Attorney dated 2nd June 1993, whereby they execute this deed document or instrument.
Power of Attorney No. *BOOK 44622 NO. 346*
Group A Attorney *[Signature]* Group B Attorney *[Signature]*
Signature *[Signature]*

Witness *[Signature]*
Scott Forster 9/6/05
Solicitor

executed by Sterling Capital Pty Ltd ACN 101 283 554
by its attorney under power of attorney no. 554 BOOK 44622
PHILIP NUNN *[Signature]*
PRINT NAME - ATTORNEY
NEAGHAN DIX *[Signature]*
PRINT NAME - WITNESS

Geoffrey Funnell JENNIE BEAVERS

STERLING

213 ST. PAULS TERRACE, BRISBANE

~~DRAFT~~ 88B INSTRUMENT

INSTRUMENT SETTING OUT TERMS OF EASMENTS INTENDED TO BE CREATED
OR RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres
sheets)

(Sheet 3 of 4)

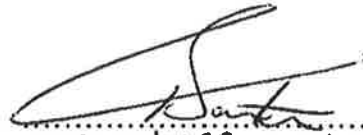
Plan
Lot 2 in

DP1089046

Plan of Consolidation of

DP525261 & Lots 3, 5 & 6 in
DP12942

Executed by STERLING CAPITAL PTY LTD
A.C.N.109 253 554 pursuant to Section
127 of the Corporations Act 2001 By being
signed by RUPERT PENNINGTON LEIGH
the sole director and company secretary
by its attorney under power
of attorney registered No 554
BOOK 4461


signature - attorney

PHILIP NUNN BURTON
PRINT NAME - Attorney

and 
Signature - witness

MEAGHAN DIX
Print Name - Witness

REGISTERED  1. 2. 2006

DP1089046

Sheet 4 of 4

Approved Form 9

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

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * Strata Schemes
~~(Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 47393 hereby certifies

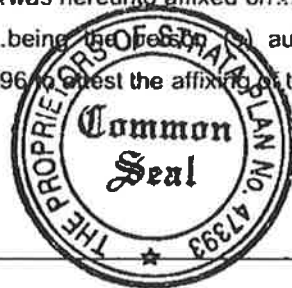
that: EASEMENT TO DRAIN WATER 1.5 + 3 WIDE IN
CONSOLIDATION OF LOT 2 DP 52501 + LOTS 4, 5 + 6 IN
DP 12942

- (1) the *dealing* plan + DP was *executed* ~~*accepted*~~ sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
- (2) the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *dealing* plan.

The common seal of Owners - Strata Plan No 47393 was hereunto affixed on 17/1/2006

in the presence of RUSSELL DALL STON being the ~~Officer~~ authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

R. P. Delliston
[Signature]



*Strike out whichever is inapplicable.

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

REGISTERED  R 1.2.2006



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

POSITIVE COVENAN
New South Wales
Section 88E(3) Conveyancing Act 1.

AC586217Y

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

(A) TORRENS TITLE

1/1089046

(B) LODGED BY

Delivery Box 406T	Name, Address or DX and Telephone Holman Webb DX 233 Sydney 02 93908000 Reference: LIT-LM1907/124	CODE PC
		123279L

(C) REGISTERED PROPRIETOR

JLB BUILDERS & DEVELOPERS PTY LIMITED ACN 102 578 101 (IN LIQUIDATION)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Interest	Number	Name of lessee, mortgagee or chargee
Mortgage		SEE ANNEXURE "B"

(E) PRESCRIBED AUTHORITY

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

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

DATE 7TH SEPTEMBER 2006

(G) Execution by the prescribed authority

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

Signature of witness: *[Signature]*
Name of witness: DAVID HOLLIBURY
Address of witness: c/o WARRINGAH COUNCIL
D&E WIM.

Signature of an authorised officer: *[Signature]*
Name of authorised officer: ROBERT BRASERO
Position of authorised officer: TEAM LEADER
DEVELOPMENT
ENGINEERS

(G) Execution by the registered proprietor

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Signature of witness:

Signature of Registered Proprietor:

Name of witness: SEE ANNEXURE "C"
Address of witness:

(H) Consent of the mortgagee

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

Signature of witness:

Signature of mortgagee:

Name of witness: SEE ANNEXURE "D"
Address of witness:

ANNEXURE "A"

This is the Annexure marked "A" referred to in the Positive Covenant given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council.

TERMS OF POSITIVE COVENANT

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

- 1: The registered proprietors will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

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

- 3: By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.

- 4: Pursuant to section 88F(3) of the Act the Authority shall have the following additional powers pursuant to this covenant:
 - i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above, the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 hereof.

WARRINGAH COUNCIL

Authorised Person

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

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plan approved by Council No DA2001/1514 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY POSITIVE COVENANT REFERRED TO AND CREATED IN THE ABOVEMENTIONED STATEMENT.

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

Approved by Warringah Council


.....
Authorised Person

ANNEXURE "B"

This is the Annexure marked "B" referred to in the Positive Covenant given by JLB Builders & Developers ACN 102 578 101 (In Liquidation) to Warringah Council

Mortgagee:

<i>Nature of Interest</i>	<i>Number of Instrument</i>	<i>Name</i>
Mortgage	9990162	Permanent Trustee Australia Limited ACN 008 412 913
Mortgage	AA204316	Permanent Trustee Australia Limited ACN 008 412 913
Mortgage	AB363166	Sterling Capital Pty Ltd ACN 109 253 554

ANNEXURE "C"

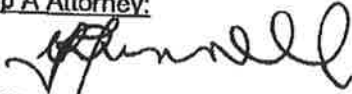
This is the Annexure marked "C" referred to in the Positive Covenant given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council

Execution by the registered proprietor

Signed by Permanent Trustee Australia Limited ACN 008 412 913 as mortgagee in possession by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

Group A Attorney:



Name: Geoffrey Funnell

Group B Attorney:



Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: B. Lawley

Name of Witness: BARBARA LAWLEY

Address of Witness: 213 ST PAUL'S TCE BRISBANE

ANNEXURE "D"

This is the Annexure marked "D" referred to in the Positive Covenant given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council

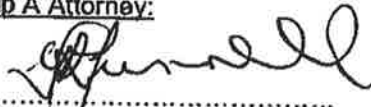
Consents of the Mortgagees

- (a) The mortgagee under mortgage number 9990162 agrees to be bound by this positive covenant.

Signed by Permanent Trustee Australia Limited ACN 008 412 913 as mortgagee in possession by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

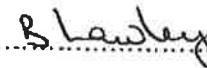
Group A Attorney:


Name: Geoffrey Funnell

Group B Attorney:


Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: 

Name of Witness: BARBARA LAWLEY

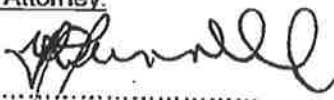
Address of Witness: 213 S. PAUL'S TCE...
BRISBANE

- (b) The mortgagee under mortgage number AA204316 agrees to be bound by this positive covenant.

Signed by Permanent Trustee Australia Limited ACN 008 412 913 by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

Group A Attorney:


Name: Geoffrey Funnell

Group B Attorney:


Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: 

Name of Witness: BARBARA LAWLEY

Address of Witness: 213 St Paul's Tce...
BRISBANE

- (c) The mortgagee under mortgage number AB363166 agrees to be bound by this positive covenant.

EXECUTED on behalf of **STERLING CAPITAL PTY LTD** pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below

)
)
)
)

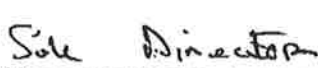

Authority: Section 127 of the Corporations Law

Signature of authorised person:

Name of authorised person:

Office held:

Signature of authorised person:


Name of authorised person:
RUPERT PENNINGTON LEGH

Office held:



AC586218W

Form: 13RPA
Release: 2.0
www.lands.nsw.gov.au

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHOR.**

New South Wales

Section 88E(3) Conveyancing Act 1919

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 86B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1089046

(B) LODGED BY

Document Collection Box 406T	Name, Address or DX and Telephone Holman Webb JX 233 Sydney 02 939 08000 123279L	CODE R
Reference: <u>LJL: LMI 907/124</u>		

(C) REGISTERED PROPRIETOR

Of the above land
JLB BUILDERS & DEVELOPERS PTY LIMITED ACN 102 578 101 (IN LIQUIDATION)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
Mortgage		SEE ANNEXURE "B"

(E) PRESCRIBED AUTHORITY

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

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

DATE 7th SEPTEMBER 2006

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

Signature of witness: [Signature]
Name of witness: DAVID HALLIDAY
Address of witness: of WARRINGAH COUNCIL, 085 WY.

Signature of authorised officer: [Signature]
Name of authorised officer: ROBERT BARBON
Position of authorised officer: TOWN PLANNING DEVELOPMENT ENGINEERING

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Signature of witness:

Signature of Registered Proprietor:

Name of witness:
Address of witness:

SEE ANNEXURE "C"

(H) The mortgagee under mortgage No. _____

agrees to be bound by this restriction.

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

Signature of witness: SEE ANNEXURE "D"

Signature of mortgagee:

Name of witness:

Address of witness:

ANNEXURE "A"

This is the Annexure marked "A" referred to in the Restriction on the Use of Land given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council.

TERMS OF RESTRICTION ON THE USE OF LAND

The registered proprietors covenant with the Warringah Council (Council) in the respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. DA2001/1514 (hereinafter called "the system").

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

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

For the purposes of this covenant:

Structure and Works shall mean the 'on-site stormwater detention system' constructed on the land as detailed on the plan approved by Council No. DA2001/1514 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

WARRINGAH COUNCIL

Authorized Person

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTION ON THE USE OF
LAND REFERRED TO AND CREATED IN THE ABOVEMENTIONED STATEMENT.

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

Approved by Warringah Council


.....
Authorised Person

ANNEXURE "B"

**This is the Annexure marked "B" referred to in the Restriction on the Use of the Land
by a Prescribed Authority given by JLB Builders & Developers Pty Limited ACN 102
578 101 (In Liquidation) to Warringah Council**

Mortgagee:

<i>Nature of Interest</i>	<i>Number of Instrument</i>	<i>Name</i>
Mortgage	9990162	Permanent Trustee Australia Limited ACN 008 412 913
Mortgage	AA204316	Permanent Trustee Australia Limited ACN 008 412 913
Mortgage	AB363166	Sterling Capital Pty Ltd ACN 109 253 554

ANNEXURE "C"

This is the Annexure marked "C" referred to in the Restriction on the Use of the Land by a Prescribed Authority given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council

Execution by the registered proprietor

Signed by Permanent Trustee Australia Limited ACN 008 412 913 as mortgagee in possession by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

Group A Attorney:



Name: Geoffrey Funnell

Group B Attorney:



Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: *B. Lawley*

Name of Witness: *BARBARA LAWLEY*

Address of Witness: *213 ST PAUL'S TCE
BRISBANE*

ANNEXURE "D"

This is the Annexure marked "D" referred to in the Restriction on the Use of the Land by a Prescribed Authority given by JLB Builders & Developers Pty Limited ACN 102 578 101 (In Liquidation) to Warringah Council

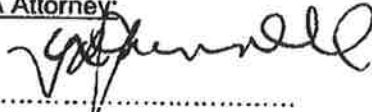
Consents of the Mortgagees

- (a) The mortgagee under mortgage number 9990162 agrees to be bound by this positive covenant.

Signed by Permanent Trustee Australia Limited ACN 008 412 913 as mortgagee in possession by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

Group A Attorney:




Name: Geoffrey Funnell

Group B Attorney:



Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence:

Signature of Witness: 

Name of Witness: BARBARA LAWLEY


Address of Witness: 213 ST PAUL'S TCE
BRISBANE

- (b) The mortgagee under mortgage number AA204316 agrees to be bound by this positive covenant.

Signed by Permanent Trustee Australia Limited ACN 008 412 9130 by its attorneys who state that they have no notice of revocation of the power of attorney dated 2 June 2003 whereby they execute this deed, document or instrument.

Power of Attorney Book 4022 No. 346

Group A Attorney:




Name: Geoffrey Funnell

Group B Attorney:



Name: JENNIE BEAVERS

I certify that the Attorneys under Power of Attorney Book 4022 No. 346 who are personally known to me or as to whose identify I am otherwise satisfied, signed this application in my presence:

Signature of Witness: 

Name of Witness: BARBARA LAWLEY

Address of Witness: 213 ST PAUL'S TCE
BRISBANE

- (c) The mortgagee under mortgage number AB363166 agrees to be bound by this positive covenant.

EXECUTED on behalf of **STERLING CAPITAL PTY LTD** pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below

)
)
)
)



Authority: Section 127 of the Corporations Law

Signature of authorised person:

Sole director
Signature of authorised person:

Name of authorised person:

Name of authorised person:
RUPERT PENNINGTON LEGH

Office held:

Office held:

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900



AP502022P

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/SP77493	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any STRATA TITLE LAWYERS SUITE 1, LEVEL 10, 46 MARKET STREET, SYDNEY 2000 (02) 9091 8068
	1W	Reference: SP 77493
		CODE CH

- (C) The Owners-Strata Plan No. 77493 certify that a special resolution was passed on 19/3/2019
- (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 21
Amended by-law No. NOT APPLICABLE
as fully set out below:

- PLEASE SEE ATTACHED ANNEXURE "A" FOR CONSOLIDATED BY-LAWS
- SPECIAL BY-LAW 21 (LOT 26 - CUSTOM INSTALLATION OF FOXTEL) IS AT PAGE 28 OF ANNEXURE "A"
- APPROVED FORM 10 IS ATTACHED AS ANNEXURE "B"

(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. 77493 was affixed on 29 August 2019 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 Wiggins

Authority: STRATA MANAGER



Signature:

Name:

Authority:

ON CD BLIC I
OFF. SG. CB - AC 881190 ADI 78583, 449780, HF 956417
DI: RICK 722 AU 696165 AT 849127 AFIL 2057. AK 948508

CT Prod - 330B 20/8/19

STRATA PLAN 77493 BY-LAWS

A MODEL BY-LAWS (Schedule 1, Strata Schemes Management Regulation 2005 except where noted.)

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

(Repealed and replaced by Dealing No. A1462057, resolution passed on 7 January 2014.)

- (1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property 1 except with the written approval of the Owners Corporation.
- (2) Residents are permitted to utilise the visitor's parking spaces at the scheme between the hours of 9:00pm - 9:00am. Outside of these hours, parking is restricted to visitors only.

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.



ANNEXURE "A"

SP 77493 Consolidated By-Laws

- (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

(Repealed and replaced by Dealing No. AG815733, resolution passed on 19 December 2011.)

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause: washing includes any clothing, towel, bedding or other article of a similar type.

11. CLEANING WINDOWS AND DOORS

(Repealed and replaced by Dealing No. AG815733, resolution passed on 19 December 2011.)

- (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.



ANNEXURE "A"

SP 77493 Consolidated By-Laws

- (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



ANNEXURE "A"

SP 77493 Consolidated By-Laws

- (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

OPTION A

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

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:



ANNEXURE "A"

SP 77493 Consolidated By-Laws

- (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.

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

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.

21. ALLOCATION AND MAINTENANCE OF CAR STACKER SPACES

(Created by the strata scheme by-laws filed with the strata plan. Registered on 20 Oct 2006.)

The owners for the time being of lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 26, 27, 28 & 29 in the strata scheme and any persons authorised by them from time to time shall be entitled to the exclusive use and enjoyment of each respective part of the common property car stackers as set out in the 'stacker plan' attached (hereinafter referred to as "the exclusive use areas") for the purpose of parking a vehicle subject to the following terms and conditions:

- (a) The exclusive use areas shall only be used to park motor vehicles and not for the storage of any goods or equipment;
- (b) the exclusive use areas must be maintained in a clean and tidy state by the owner/s of the benefited lots at no cost to the owners corporation;
- (c) Contributions for the ongoing maintenance of the exclusive use areas shall be paid by the owners of the lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 26, 27, 28 & 29 as per the entitlement calculations detailed in the schedule below;
- (d) this by-law may only be amended or repealed with the consent of the owner/s of the benefited lots.



ANNEXURE "A"

SP 77493 Consolidated By-Laws

Stacker Contribution Calculations

UNIT NO.	LOT NO.	STACKER NO.	STACKER ENTITLEMENT
A1	1	C1 & C2	300
A2	2	C3	150
A3	9	D3	150
A4	10	D4	150
A5	17	E3	150
A6	18	E4	150
B1	3	B1 & B2	300
B2	4	E1	150
B3	11	C4	150
B4	12	E2	150
B5	19	F1	150
B6	20	F2	150
B7	26	F4	150
B8	27	F3	150
C1	5	D1	150
C2	6	D2	150
C3	13	G3	150
C4	14	G4	150
C5	21	G1 & G2	300
C6	22	H4	150
C7	28	H1	150
C8	29	H2	150
D2	8	H3	150

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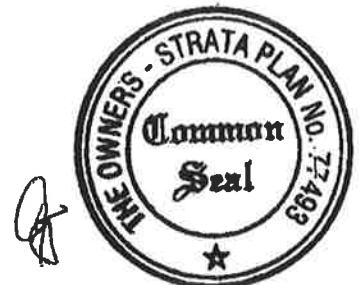
AGGREGATE

3900

Stacker Plan notation attached


 Gordon Wren
 Accredited Certifier - Strata
 Accreditation No: PSQA 003

Page 1 of 15

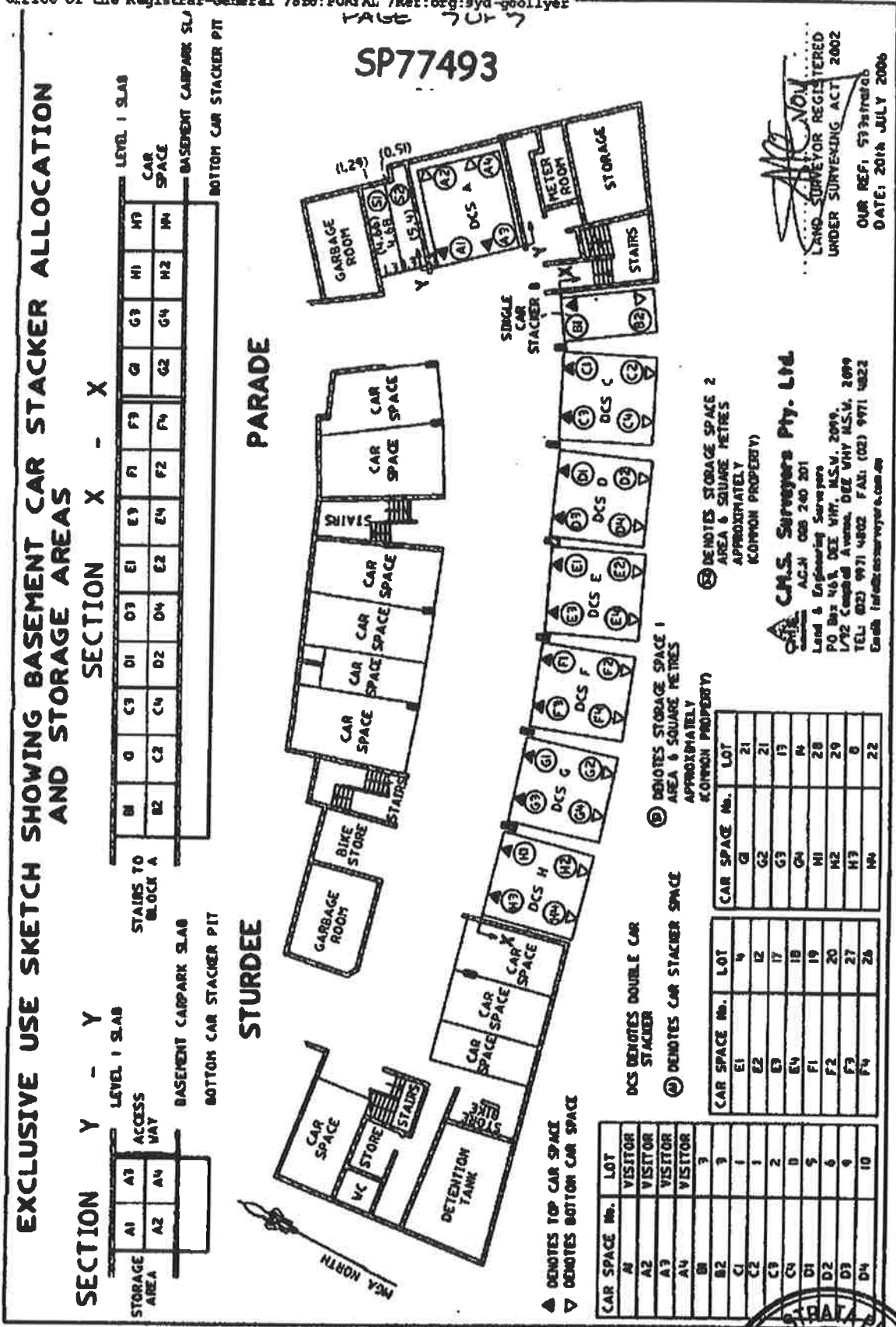


ANNEXURE "A"

SP 77493 Consolidated By-Laws

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 © Office of the Registrar-General /Src:PORTAL /Ref:org:syd-poollyer

PAGE 7 OF 7



SP77493

OUR REF: 57347808
 DATE: 2014 JULY 2006
 LAND SURVEYOR REGISTERED
 UNDER SURVEYING ACT 2002

C.M.S. Surveyors Pty. Ltd.
 Land & Engineering Surveyors
 PO Box 468, DEE WHF, M.S.V. 2099,
 1/42 Campbell Avenue, DEE WHF M.S.V. 2099
 TEL: (02) 9971 4802 FAX: (02) 9971 4822
 Email: info@cmsurveyors.com.au

SECTION Y - Y

STORAGE AREA	A1	A2	A3	A4

LEVEL 1 SLAB

STAIRS TO BLOCK A	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

LEVEL 1 SLAB

LEVEL 1 SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

BASEMENT CARPARK SLAB

BASEMENT CARPARK SLAB	B1	B2	C1	C2	C3	C4	D1	D2	D3	D4	E1	E2	E3	E4	F1	F2	F3	F4	G1	G2	G3	G4	H1	H2	H3	H4	

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B SPECIAL BY-LAWS

Special By-Law 1 Keeping of Animals

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 16.)

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or on the common property.
- (2) If the Owners Corporation consents to the keeping of an animal on the lot or the common property, the Owners Corporation may grant its consent on such conditions that it may think reasonable in its absolute discretion.
- (3) In the event the Owners Corporation grants consent to an owner to keep an animal and the owner or occupier of a lot upon which an animal is kept, after notice, consistently fails to comply with any matters set out by the Owners Corporation pursuant to clause (2) hereof then the Owners Corporation may terminate the right of the owner or occupier to keep an animal.

Special By-Law 2 Installation of Security Screens

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 22.)

1. Notwithstanding By-law 5(3)(b), the owners of any lot proposing to undertake the installation of security screens to the windows and doors of their lot must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme for approval by the Executive Committee.
2. The style, design and finish of any proposed security screens shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of screen to be notified to the secretary or the strata managing agent will, if approved by the Executive Committee, set the precedent for any other similar installations of security screens that may be proposed elsewhere in the strata scheme;
3. In the event an owner of a lot fails to accede to sub clauses 1 & 2 of this By-Law, then the Owners Corporation may request the removal of the installed security screens.

Special By-Law 3 Alterations & Additions to Fire Doors

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 23.)

- A) Definitions
- (a) The following terms are defined to mean:
- 'Fire Door' means the common property entrance door/a to each lot in the strata scheme including all attached locks, door handles, door frames and other ancillary structures.
- 'Original Condition' means the condition at the date of registration of the strata scheme.
- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.



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- B) Duties of Owners
- (a) Notwithstanding by-law 5 of Schedule One of the Strata Schemes Management Act 1996, an owner or occupier of a lot must not;
 - (b) replace or make any alterations or additions to the Fire Door that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
 - (c) make any alterations or additions to a Fire door that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.
- C) Liability
- 1. An owner of a lot will be liable for any damage, alteration or addition made or caused to a Fire Door by the owner without the written approval of the owners corporation, and will reinstate the Fire Door to its original condition immediately after it has occurred.
 - 2. An owner of a lot will also be liable for any damage, alteration or addition made or caused to a Fire Door by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the Fire Door to its Original Condition immediately after it has occurred.
- D) Indemnity
- i) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a Fire Door by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner.
- E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may:

- i) carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot.

Special By-Law 4 Access for Inspection of Fire Services

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 24.)

A) Definitions

- (a) The following terms are defined to mean:

'Agents' means the Strata Managing Agent, Executive Committee or any Fire Safety Contractor or personnel engaged by the Owners Corporation.

'Fire Safety Equipment' means any Fire Safety Measure listed in clause 166 of the Environmental, Planning and Assessment Regulations 2000 (NSW) or any Fire Safety measure listed on the Fire Safety Certificate applicable to the strata scheme. 'Fines' or 'Re-Inspection Fees' includes any fine or charge imposed on the Owners Corporation by a local council or other statutory or lawful authority or penalty charges imposed by a contractor or agent engaged by the Owners Corporation. 'Reasonable Access' means between the hours of 7.00am and 7.00pm Monday to Friday, excluding public holidays.

- (b) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as those terms are attributed under that Act.



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B) Duties of Owners

In relation to the Owners Corporations responsibility to obtain Annual Fire Safety Statements pursuant to the Environmental, Planning and Assessment Act 1979 and section 65(1) of the Strata Schemes Management Act 1996 the owner of a lot is responsible for ensuring;

- (a) that where necessary the Owners Corporation or its Agents have reasonable access to the owners lot for the purposes of conducting the required fire safety inspections, testing, replacement or maintenance of any fire safety equipment;
- (b) the occupants of the lot do not deny, obstruct or unreasonably delay access by the Owners Corporation or their Agents for the purposes of conducting the required fire safety inspection, testing, replacement or maintenance of any fire safety equipment.

C) Duties of the Owners Corporation

The Owners Corporation or their Agents must provide the occupants of the lot with a minimum of seven (7) days' notice that access to the lot is required for the purposes of carrying out any works described in sub-clause B).

D) Indemnity

- i) The owner of a lot indemnifies the Owners Corporation against any loss or damage that the Owners Corporation may suffer from Fines, Re-inspection Fees or any other costs that may be incurred by the Owners Corporation if access to the lot to conduct the necessary Fire Safety Inspections cannot be obtained by the cause or neglect of the occupant or the failure of the owner to fulfill their obligations as provided in sub-clause B);
- ii) The owner of a lot indemnifies the Owners Corporation for any costs that may be incurred by the replacement of faulty fire safety equipment within the lot that is essential for the Annual Fire Safety Statement to issued;
- iii) The owner of a lot indemnifies the Owners Corporation against any loss, fines or damage in the event they, or an occupant or visitor to their lot is responsible for the theft, illegal use of any fire equipment or any resulting damage to the common property caused by the illegal use of any fire equipment.

E) Right to Remedy Default

If an owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;

- i) Carry out all work necessary to perform the obligation;
- ii) enter upon any part of the parcel to carry out that work; and
- iii) recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.

Special By-Law 5 Installation of Air-Conditioners

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 25.)

- (1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install an air-conditioning system (hereinafter defined as including a self-contained or split-system air conditioning unit, compressor, filter, ducting, electrical wiring and all associated equipment wherever located) (hereinafter referred to as the "air-conditioner") to service the owners lot within the strata scheme subject to the following terms and conditions:



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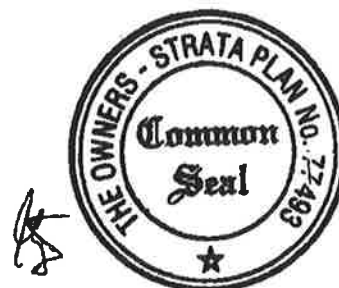
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- (a) The owners of any lot proposing to undertake the installation of an air-conditioner must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the air-conditioner is to be installed;
 - (b) the air-conditioner shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the air-conditioner must be installed in a location and in such a way that it is not readily visible from the street front or any other public areas bounding the strata scheme;
 - (d) the owners of any lot undertaking the installation of an air-conditioner must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of the air-conditioner must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the air-conditioner must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) the air-conditioner must not expel any effluent or exhaust any air in such a way as to cause discomfort or inconvenience to an owner or occupier of a lot in the strata scheme or any person lawfully using the common property or to cause damage to the common property, including any plants, garden or lawn;
 - (h) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the air-conditioner must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (i) the air-conditioner must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (j) the air-conditioner and all filters must be regularly cleaned by the owner;
 - (k) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the air-conditioner is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the air-conditioner is installed, after notice, fails to comply with any matters set out in conditions (a) to (k) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the air-conditioner.

Special By-Law 6 Absolution of Maintenance

(Created by Dealing No. AC881190, resolution passed on 18 December 2006. Former Special By-Law 26.)

Pursuant to Section 62(3) and in consideration that the hardwood floors only service each individual lot within the strata scheme, the Owners Corporation has deemed that it is inappropriate to repair, maintain or replace the hardwood floors within each lot at the scheme.



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Special By-Law 7 Installation of Garage Door

(Created by Dealing No. AD178583, resolution passed on 10 May 2007. Former special by-law 27.)

- (1) Each owner for the time being of each lot (except a lot with a car stacker) in the strata scheme is conferred with the right to install a garage door (hereinafter referred to as the "garage door") to service the owners lot within subject to the following terms and conditions:
 - (a) The owners of any lot proposing to undertake the installation of a garage door must submit comprehensive plans and diagrams of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the garage door is to be installed;
 - (b) the garage door shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (c) the owners of any lot undertaking the installation of a garage door must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (d) the installation of the garage door must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (e) the garage door must not create any noise likely to interfere with the peaceful enjoyment of any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (f) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the garage door must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (g) the garage door must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance; If the owner fails to maintain/ repair the garage door, then the Owners Corporation may carry out the maintenance/repair work and recover the costs of carrying out that work as a debt from the owner of the lot by way of a levy charged to the lot.
 - (h) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before the garage door is to be replaced or renewed;
- (2) In the event that an owner or occupier of a lot to which the garage door is installed, after notice, fails to comply with any matters set out in conditions (a) to (h) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the garage door.

Special By-law 8 Installation of Security Gate

(Created by Dealing No. AD178583, resolution passed on 10 May 2007. Former special by-law 28.)

Pursuant to By-Law 19, the Owners Corporation, in addition to the functions conferred upon it by or under the Strata Schemes Management Act 1996 (NSW) and the other By-Laws applying to the strata scheme (and without limiting the generality thereof) shall have the power and authority to undertake and effect the following:

- (a) To purchase and install a security gate to the strata scheme and;



Handwritten signature or initials.

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- (b) The maintenance, repair, renewal and replacement of the equipment referred to in subclause (a).

Special By-law 9 Payment of Insurance Excesses

(Created by Dealing No. AE449780, resolution passed on 9 December 2008. Former special by-law 29.)

A) Intention

The intention of this By-law is to determine whether a lot owner shall be responsible for the payment of any applicable insurance excess following the settlement of an insurance claim that affects only their lot property at the strata scheme. If passed by the Owners Corporation, the intention of the By-law is for the lot owner to assume liability for the expense.

B) Definitions

- (i) The following terms are defined to mean:

'Common Property' means those elements of the building noted as common property on the registered strata plan for the scheme, with the exception of the items listed under 'Lot Property' below;

'Excess' means the amount deducted by the Owners Corporations insurance company following the settlement a claim applicable to this By-law;

'Lot' means any lot in the strata plan;

'Lot Property' means those parts and elements of the building contained within the owners lot, in accordance with the strata plan registered for the strata scheme that are covered by the Owners Corporations insurance policy, as well as timber floor boards contained within the lot, wall and floor tiles wherever located, cornices & skirtings and appliances that only service the lot, including but not limited to, stoves, cook tops, ovens, exhaust fans (wherever located), hot water heaters and air-conditioning apparatus;

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'the Act' means the Strata Schemes Management Act 1996.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

C) Payment of Excesses

- (i) A lot owner shall be liable to pay any insurance excess that may be applicable to the settlement of an insurance claim that affects only their lot property at the strata scheme;
- (ii) In the event an insurance claim affects both lot property and common property under the same insurable event, the Owners Corporation shall be responsible to pay the excess;
- (iii) In the event the claim affects common property only, the Owners Corporation shall be responsible to pay the excess;

D) Owners Right of Appeal

- (i) In the event that a lot owner believes an excess levied upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the owners Corporation.



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- (ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D) (i) above, all charges imposed by this By-law shall stand.

E) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and Obligations;

- (i) The Owners Corporation shall have the power to recover any insurance excess outlined in clause C) (i) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act.

Special By-law 10 Compensation to Owners Corporation

(Created by Dealing No. AE449780, resolution passed on 9 December 2008. Former special by-law 30.)

A) Definitions

- (i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a local council, other statutory or lawful authorities or any contractor or agent engaged by the owners Corporation or lot owner.

'Lot' means any lot in the strata plan. 'Occupier' means the occupier of a Lot 'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation. 'Owners Agents' means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'works' means any repair, maintenance, replacement or refurbishment undertaken at the strata scheme.

- (ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

B) Rights and Obligation of Owners

- (i) A lot owner shall be liable to compensate the Owners Corporation for the costs of any works performed on lot property that is charged to the Owners Corporation by the Owners Corporations agents or the lot owners agents;

- (ii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation remedying a breach of a duty imposed by Chapter 4 of the Act.



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- (iii) A lot owner shall be liable to compensate the Owners Corporation for the costs of the Owners Corporation successfully defending an adjudication, tribunal or other legal application made by a lot owner or for the costs debt recovery action initiated by the Owners Corporation or the Owners Corporations agents.
- (iv) Any costs imposed upon a lot owner in sub-clauses B) (i), (ii) & (iii) above shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.
- (v) In the event that a lot owner believes a charged imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.
- (vi) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause B) (v) above, all charges imposed by this By-law shall stand.

C) Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the power to recover all costs outlined in clause B) above from a lot owner as a debt by way of a levy charged to the lot;
- (ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;
- (iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;
- (v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution.

Special By-law 11 Exhaust Fan

(Created by Dealing No. AE449780, resolution passed on 9 December 2008. Former special by-law 31.)

Pursuant to section 62(3) of the Act, the Owners Corporation has deemed that it is inappropriate to maintain, renew, repair or replace any exhaust extraction fan located within the ceiling space of each lot provided that the damages to the fan has not been caused by an insurable event.

Special By-law 12 Service of Documents by Owners Corporation

(Created by Dealing No. AF956417, resolution passed on 7 December 2010. Former special by-law 32.)

PART 1 – Preamble

- (i) The intention of this By-law is to provide the Owners Corporation with alternative means of serving notices, minutes, levies and other general correspondence on the owners within the strata scheme, other than those already specified in the Strata Schemes Management Act 1996 (NSW).



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- (ii) The method of delivery of notices referred to in this By-law may be issued by the Owners Corporation, where appropriate by electronic means including email, facsimile transmission, via the internet, website/s, electronic noticeboards or mobile telephone short message service (SMS).

PART 2 – Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) Act means the Strata Schemes Management Act 1996 (NSW) or any amendment;
- (b) Email means the commonly recognised system for sending and receiving messages electronically over a computer network, as between personal computers, including any attachments to the email;
- (c) Facsimile means any electronic communication device that transmits information in a form from which written material is capable of being reproduced;
- (d) Lot means any lot in the strata plan;
- (e) Notices means any correspondence issued by the Owners Corporation, including but not limited to notices and minutes of general meetings or executive committee meetings, levy contribution notices and levy contribution arrears notices, notices issued pursuant to section 45 of the Act (Notice to Comply) and all general correspondence;
- (f) Non-Statutory Notice means any notice that the Owners Corporation is not obliged to issue under the Act, such as levy contribution reminder letters and levy contribution arrears notices, By-law warning letters, or general correspondence;
- (g) Owner means the owner of the Lot;
- (h) Owners Corporation means the owners corporation created by the registration of strata plan 77493;
- (i) SMS means Short Message Service, the common text messaging service available on mobile phones and other handheld devices.

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

3.1 Pursuant to section 236(4)(e) of the Act, the Owners Corporation, in addition to the functions conferred upon it by or under the Act and the other By-Laws applying to the strata scheme (and without limiting the generality thereof shall have the power and authority to serve notices on the owners of the lots within the scheme by any of the following methods;

- (a) The address for services of notices specified in the section 118 provided by the lot owner to the Owners Corporation, or,
- (b) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with an Email address, via the Email address supplied, or,
- (c) Where a lot owner has provided the secretary, strata managing agent or Owners Corporation with a Facsimile number, via the Facsimile number provided, or;



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- (d) In addition to subclauses 3.1(a) to (c), for levy contribution payment notice, levy contribution arrears notices and general reminder notices, where an owner has provided the secretary, strata managing agent or Owners Corporation with a mobile telephone number, the Owners Corporation may issue reminder and payment details via an SMS message via the mobile number supplied.
- 3.2 Where a notice is issued to the owner of a lot by Email or Facsimile transmission, the secretary, strata managing agent or Owners Corporation must ensure a confirmation receipt is received verifying delivery of the notice to the email address or facsimile number.
- 3.3 In the event the secretary, strata managing agent or Owners Corporation receives a delivery error message when attempting to issue a notice via Email or Facsimile to a lot owner, they must immediately cause the notice to be issued by post to the address specified for the lot notified under section 118 of the Act.
- 3.4 In the event an error message is received pursuant to clause 3.3 of this By-law, the secretary, strata managing agent or Owners Corporation must ensure that sufficient period of notice is provided, as required by the Act for the delivery of the notice/s by post.

PART 4 - Responsibilities and Obligations of Owners

- 4.1 Where an owner has supplied the Owners Corporation with an address or addresses for the delivery of service of notices, whether it be a postal address, email address, mobile telephone or facsimile number, the owner must within 14 days notify and supply the Owners Corporation with any changes to the information they have previously supplied;
- 4.2 Any information provided by a lot owner pursuant to this by-law shall be relied upon by the Owners Corporation and any errors or omissions in the information provided is at the responsibility of the respective lot owner providing the information.
- 4.3 Where the Owners Corporation has complied with the terms and conditions of this By-law and the owner of a lot fails to receive any notices due to a failure to supply the Owners Corporation with updated information pursuant to clause 4.1, then the Owners Corporation cannot be held liable for the failure to receive the notice.
- 4.4 In the event an owner of a lot receives a notice from the Owners Corporation via email or facsimile and is unable to open or read the attachments contained within the notice they must immediately contact the person or entity that supplied the notice so an alternative notice may be issued.

Special By-law 13 Absolution of Appliance Maintenance

(Created by Dealing No. AF956417, resolution passed on 7 December 2010. Former special by-law 33.)

1. Pursuant to section 62(3) of the Strata Schemes Management Act 1996, the Owners Corporation has deemed that it is inappropriate to repair, maintain, replace or renew any appliance that is designed only to service a single lot within the strata scheme, regardless of whether any portion of the appliance, (including motor, compressor, cabling, pipe, mounting, ducting or other pertinent fixture of the appliance) is located on or within common property or lot property.
2. The type of appliances referred to in this By-law shall include, but not be limited to:
 - (i) Light Fittings and Down lights;
 - (ii) Alarm Systems;
 - (iii) Individual Garage Door Motors;



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- (iv) Hot Water Heaters servicing only one lot;
- (v) Lock Maintenance.

Special By-law 14 Preservation of fire safety

(Created by Dealing No. AG815733, resolution passed on 19 December 2011. Former special by-law 34.)

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

Special By-law 15 Changes to floor coverings and surfaces

(Created by Dealing No. AG815733, resolution passed on 19 December 2011. Former special by-law 35.)

- (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.

Special By-law 16 Delivery of Executive Committee Notices & Minutes

(Created by Dealing No. AG815733, resolution passed on 19 December 2011. Former special by-law 36.)

When issuing notices and minutes of Executive Committee Meetings, the Strata Managing agent shall be obliged to distribute the meeting notices and minutes by:

- (1) (a) Affixing a copy of the notice or minutes on the common noticeboard in accordance with the provisions of the Act, or;
- (b) by emailing a copy of the notices or minutes to all owners that have provided the Owners Corporation with an email address for the delivery of notices by the Owners Corporation.
- (2) The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

Special By-law 17 Modifications & Additions

(Created by Dealing No. AG815733, resolution passed on 19 December 2011. Former special by-law 37.)

- (1) Each owner for the time being of each lot in the strata scheme is conferred with the right to install weather protection devices (hereinafter defined as including blinds, awnings, pergolas, shutters, screens, canopies and shades to provide shade and protection from sun and weather to the windows, doors and open spaces of a lot and all associated equipment wherever located) (hereinafter referred to as the "devices") to service the owners lot within the strata scheme subject to the following terms and conditions:



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- (a) The owners of any lot proposing to undertake the installation of any devices must submit comprehensive plans and diagrams including colour and material samples of the proposed installation to the secretary or strata managing agent of the strata scheme not less than fourteen (14) days before the devices are to be installed;
 - (b) the devices shall not be, or become, or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of the lot which they service;
 - (c) the style, design and finish of any proposed devices shall be consistent with the architectural theme established throughout the remainder of the strata scheme buildings and shall not detract from the overall appearance of the property, such style and design of the first of any one type of device to be notified to the secretary or the strata managing agent will, if it complies with subclause (1) (a) to (j) hereof, set the precedent for any other similar installations of devices that may be proposed elsewhere in the strata scheme;
 - (d) the owners of any lot undertaking the installation of any devices must obtain all necessary permits, licenses or consents required by local authority or other statutory or lawful authority for such installation;
 - (e) the installation of any devices must be effected in a workmanlike manner by licensed and insured tradespersons;
 - (f) the devices must not interrupt the free flow of air or unreasonably shadow any other lot or the common property or generally interfere with access to the common property by any owner or occupier of a lot in the strata scheme or any person lawfully using the common property;
 - (g) any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, any devices must be forthwith made good by the owners of the lot from which the damage results at no cost to the Owners Corporation;
 - (h) the devices must be maintained in good working order and condition by the owner without claim on the owners corporation in respect of such maintenance;
 - (i) the owner shall inform the secretary or strata managing agent of the scheme not later fourteen (14) days before any devices are to be replaced or renewed;
 - (j) all paint, stain and trim finishes applied to the devices shall be, and shall always remain, consistent with the materials and finishes in use throughout the remainder of the strata scheme at no cost to the Owners Corporation.
- (2) In the event that an owner or occupier of a lot to which any devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (j) hereof then the Owners Corporation may terminate the right of the owner or occupier to install such devices.
- (3) In the event that an owner of a lot proposes the installation of any devices that, in their absolute discretion, the secretary or the strata managing agent believes is not consistent with the architectural theme established throughout the remainder of the strata scheme buildings. The proposal must be decided by vote at a general meeting.



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Special By-law 18 Absolution of Maintenance - Lot Fixtures & Fittings

(Created by Dealing No. AH596165, resolution passed on 12 December 2012. Former special by-law 38.)

PART 1 – Introduction and Intent

- (a) This By-law has been drafted from the NSW Land and Property Information memorandum AG600000 dated November 2011 which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (b) The intent of the By-law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme.
- (b) The intent being that any fixture or fitting contained within the lot, whether specified in this By-law or not, or any appliance that only services one lot, whether specified in this By-law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 62(3) of the Act.
- (c) Any item specified in this By-law that is afforded cover for damage due to an insurable event by the Owners Corporations insurance policy shall still be protected by that insurance.
- (d) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building.

Waterproofing shall also remain the Owners Corporations responsibility, except where a lot owner has undertaken a renovation within their lot that affects a waterproofed area.

- (e) This By-law does not confer any rights upon a lot owner to install any item listed in this By-law as a fixture or fitting of a lot.

PART 2 – Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

- (a) **Act** means the Strata Schemes Management Act 1996 (NSW) or any amendment
- (b) **Lot** means any lot in the strata plan
- (c) **Owner** means the owner of the Lot
- (d) **Owners Corporation** means the owners corporation created by the registration of strata plan 77493
- (e) **Internal Area** means any area within the envelope of a lot as defined by the Strata Plan
- (f) **Internal Pipe Work and Wiring** means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 – Terms and Conditions

In accordance with section 62(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that associated with the fixtures and fittings within an owners lot within the Strata Scheme



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3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (a) All Cornices
- (b) All Skirting Boards
- (c) All Architraves and Internal Door Jams
- (d) Wall tiles wherever located, including kitchen, bathroom and laundries
- (e) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (f) False Ceilings
- (g) Mezzanines, Stairs and Handrails
- (h) All paintwork and wall paper
- (i) The cleaning of mould throughout the lot where the causative factors are purely environmental

3.2 Bathroom, Ensuites and laundry Areas

All Bathroom, Ensuite & Laundry fixtures and fittings, including but not limited to;

- (a) All taps and internal pipe work
- (b) Shower screens
- (c) Bathtub, including internal floor waste and drainage pipes
- (d) Sinks and hand basins including internal drainage pipes,
- (e) Cabinets and mirrors
- (f) Toilet pan, including cistern and internal waste pipes
- (g) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All Kitchen fixtures and fittings, including but not limited to;

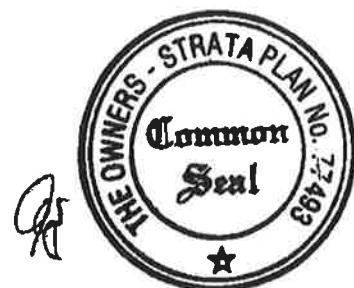
- (a) All taps and internal pipe work
- (b) All internal waste and drainage pipes, including connection to the common stack
- (c) Bench tops
- (d) Sinks and insinkers
- (e) Ovens, Stoves and Cook Tops
- (f) All lights, light fittings, exhaust fans and rangehood's that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (a) All carpet within the lot
- (b) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (c) All Floor boards, whether floating or fixed
- (d) All parquetry, linoleum, vinyl and cork tiles wherever located

3.5 Balcony/Courtyard Areas

- (a) All tiles, pavers and decking
- (b) All stairs and handrails within the balcony or courtyard area



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- (c) All awnings, pergolas, privacy screens or louvers, whether originally or installed by the lot owner subsequent to the registration of the Strata Plan
- (d) All plants and grassed areas within the balcony or courtyard
- (e) The pruning, trimming or removal of a tree or trees, including damage caused by roots
- (f) Fences that divide two lots
- (g) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot

3.6 Electrical Fittings & Appliances

- (a) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (b) All electrical sockets and wall plates
- (c) Electrical main and sub-main that services only one lot including fuses wherever located
- (d) Smoke Detectors that only service one lot
- (e) Alarm Systems that only service one lot
- (f) Individual Garage Door Motors
- (g) Telephone, Television, cable television and internet wall plates and cabling that only services one lot, wherever located
- (h) Split system and ducted Air-conditioning systems, including condenser units and all associated equipment wherever located that only service one lot;
- (i) Ceiling Fans
- (j) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located.
- (k) Any general appliance, such as a dishwasher, microwave oven, clothes dryer or other that is designed to only service a single lot.

3.7 Front Door, Balcony Doors, Windows and Garage Area

- (a) All flyscreens and security screens/doors fitted to the windows, doors and balcony doors of the lot, whether installed originally or subsequently by the lot owner;
- (b) Automatic door closers
- (c) Any locking device or door furniture installed on the front and back doors, balcony doors or windows of the lot, whether installed originally or subsequently by the lot owner;
- (d) Supplying or replacing swipe tags, fobs, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme.

Special By-law 19 Receipt of Electronic Pages

(Created by Dealing No. A1349123, resolution passed on 10 December 2013. Former special by-law 39.)

PART 1.1 - PREAMBLE

1.1.1 This by-law is made under the provisions of Division 3 of Part 5 of Chapter 2 of the Strata Schemes Management Act 1996.

1.1.2 The intended effect and purpose of this by-law is to permit the Owners Corporation, for the purpose of control, management, administration, use or enjoyment of the lots and common property for the Strata Scheme, to implement the terms and conditions set out in this by-law.



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PART 1.2 - GRANT OF RIGHT

- 1.2 In addition to the powers, authorities, duties and functions conferred or imposed upon the Owners Corporation by the Act and the by-laws applicable to the Strata Scheme, the Owners Corporation shall have the additional power, authority, duty and function to receive Electronic Communication from Owner as set out in Part 3.

PART 1.3 -THIS BY-LAW TO PREVAIL

- 1.3 If there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law shall prevail to the extent of that inconsistency.

PART 2 - DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:

- (a) **Act** means the Strata Schemes Management Act 1996.
- (b) **Agreement** means a lease, licence, by-law or other agreement which confers a right of exclusive use of common property of the Strata Scheme to the Owner.
- (c) **Electronic Communication** means a document or instrument, including, but is not limited to, a form of proxy for the purpose of clause 11 of Schedule 2 to the Act, the content of which is in an electronic media format only.
- (d) **Lot** means any lot in strata plan no. 77493
- (e) **Owner** means the owner from time to time of the Lot.
- (f) **Owners Corporation** means the owners corporation constituted on the registration of strata plan no. 77493
- (g) **Owners Mark** means a unique user name and password provided to the owner by the Owners Corporation for the purposes of signing and authenticating a Proxy Form.
- (h) **Strata Scheme** means the strata scheme relating to Strata Plan no. 77493.

2.2 Interpretation

- 2.2.1 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation include references to amending and replacing legislation.

- 2.2.2 Despite anything contained in this by-law, if any provision or part of a provision in this by-law is held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law to the extent that it is void, or unenforceable but the remainder of this by-law shall remain in full force and effect.

PART 3 - CONDITIONS

- 3.1 An Owner may send Electronic Communication to the Owners Corporation if, before the communication is sent, he does the following:

- (a) provides the Owners Corporation with an email address;
- (b) warrants that the Owner has taken all necessary action to prevent unauthorised access to the email address; and
- (c) consents to the email address being relied upon by the Owners Corporation to uniquely identify the Owner in respect of the communication.



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- 3.2 For the avoidance of doubt, an email address provided by an Owner pursuant to clause 3.1 of this by-law remains valid for the purpose of sending any and all Electronic Communication to the Owners Corporation until such time as the Owner revokes his warranty and consent under that clause.
- 3.3 If an Electronic Communication sent by the Owner to the Owners Corporation is intended to be a proxy pursuant to clause 11 of Schedule 2 to the Act, it may be accepted by the Owners Corporation if:
- (a) The communication is received in accordance with the notice period under the Act;
 - (b) The communication is in the form prescribed by the Strata Schemes Management Regulation 2010; and
 - (c) It contains the Owner's mark where a signature is required and, in conjunction with the email address provided pursuant to clause 3.1 of this by-law, allows the Owners Corporation to identify the Owner in respect of the proxy.
- 3.4 The Owner agrees that an email address provided pursuant to clause 3.1 of this by-law may be relied upon by the Owners Corporation as having complied with the requirement of an electronic communication signature under section 9 of the Electronic Transactions Act 2000 for any Electronic Communication originating from it.

Special By-law 20 Lot 5 Improvements

(Created by Dealing No. AK948908, resolution passed on 1 December 2015. Former special by-law 40.)

1. This by-law confers on the Owner special privileges in respect of part of the common property as a consequence of the Improvements to be made to the Owner's lot.
2. The **special privileges** conferred by this by-law are the rights to alter and use the common property by making Improvements that affect the common property subject to the terms and conditions contained in this by-law.
3. "**Owner**" means the owner or owners of lot 5 from time to time of strata plan no. 77493.
4. "**Improvements**" means the alterations and additions undertaken by the Owner (at the Owner's cost and to remain the Owner's fixture) as detailed below, in the **Structural Details Floor Plan** prepared by Taylor Consulting, annexed to this by-law and marked "**Annexure A**" and the **design plans** prepared by MOS Interiors, copies of which were tabled at the meeting of the owners Corporation approving this by-law and are **appended to the agenda** of that meeting -
 - (a) Installation of 4 new internal stairs to match existing timber steps to access new mezzanine level in accordance with design plans
 - (b) Creation of a Mezzanine level approximately 13.3m² within the lot to cover part of existing kitchen and set along one side of lounge fixed back to common eastern wall on the lot including -
 - i. Installation of a steel structure that will be set to both the eastern and western structural common walls on the lot to form the new mezzanine level with timber flooring to match existing in accordance with the Structural Detail Floor Plan annexed to this by-law
 - ii. Installation of a new flat bar metal balustrade with toughened glass inset panels to the new mezzanine level as shown in the design elevation plans
 - iii. Removal of part of existing plastered ceiling and make good to allow for new ceiling height over the 13.3m² mezzanine floor area, including installation of recessed lighting as shown in design plans



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- iv. Creation of a new partition wall and door to close off secondary bedroom from new mezzanine level on the lot.
 - (c) Installation of a new air vent to eastern non-party(semi-detached) common wall in kitchen area for extraction of cooking fumes
 - (d) Undertake electrical works to allow for all new lighting, electrical sockets and light switches to new mezzanine level and reworked second bedroom.
5. The Owners Corporation acknowledges that the Owner shall be undertaking other aesthetic works, such as painting and replacement of fixtures, fittings and joinery, which do not affect common property and do not require the consent of the Owners Corporation.
6. The Owners Corporation, under this by-law, provides its consent for the special privileges granted to the Owner.
7. This bylaw applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

Conditions

Before making Improvements

8. The Owner must obtain written approval for the Improvements from the relevant consent authority under the Environmental Planning and Assessment Act 1979 (if required) and any other relevant statutory authority whose requirements apply to making the Improvements.
9. The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the making of the Improvements prior to commencing the Improvements.
10. The Owner must ensure that the Improvements comply with the standards as set out in the Building Code of Australia (BCA) and any Australian Standards current at the time the Improvements are being carried out by the Owner.

11. *Carrying out the Improvements*

When carrying out the Improvements, the Owner must:

- (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;
- (b) protect all areas of the building outside their lot from damage by making the Improvements or the transportation of construction materials, equipment and debris;
- (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the Improvements;
- (d) only make the improvements at the times approved by the Owners Corporation or the standard hours as approved by the local authority;
- (e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;
- (f) remove all debris resulting from making the Improvements immediately from the building; and
- (g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Improvements.



Handwritten signature or initials.

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12. The Owner must ensure that the Improvements shall be done:
- (a) in a proper and workmanlike manner and by duly licensed and insured contractors; and
 - (b) in accordance with the drawings and specifications approved by the Owners Corporation and the local authority (if relevant).

After completing the Improvements

13. The Owner must deliver to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the Improvements.

Repair and Maintenance

14. The Owner must, at the Owner's cost
- (a) properly maintain and keep the common property that has been altered and to which the Improvements are erected or attached in a state of good and serviceable repair; and
 - (b) properly maintain and keep the Improvements in a state of good and serviceable repair and must replace the Improvements (or any part of them) as required from time to time.
15. If the Owner removes the Improvements or any part of the Improvements made under this by-law, the Owner must at the Owners own cost, restore and reinstate the common property to its original condition.

Liability and Indemnity

16. The Owner indemnifies the Owners Corporation against-
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Improvements;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Improvements; and
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Improvements.
17. Any loss and damage suffered by the Owners Corporation as a result of making and using the Improvements, including failure to maintain, renew, replace or repair the Improvements as required under this by-law, 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 debt is paid.
18. To the extent that section 62(3) of the Strata Schemes Management Act 1996 is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Improvements proposed under this by-law.

Breach of By-law

19. The Owners Corporation reserves the right to replace the Improvements or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by- law, if that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.
20. The Owner must meet all reasonable expenses of the Owners Corporation incurred in the preparation, making, registration, implementation and enforcement of this by-law.



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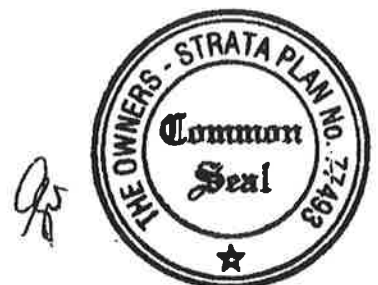
SP 77493 Consolidated By-Laws

Special By-law 21 Lot 26 – Custom Installation of Foxtel

(Resolution passed on 19 March 2019.)

The owner of Lot 26 for the time being of that lot in the strata scheme is conferred with the right to install Foxtel Satellite Television and all associated equipment (hereinafter defined as including a satellite dish, cabling, wall mounts and associated equipment, wherever located) (hereinafter referred to as the "devices") to service the owner of Lot 26 within the strata scheme subject to the following terms and conditions:

1. the devices shall not be or become or in any way be construed to be common property and shall always remain the sole property of the owner for the time being of Lot 26 which they service;
2. the devices, where possible, must be installed in a location and in such a way that they are not readily visible from the street front or any other public areas bounding the strata scheme;
3. the owner of Lot 26 undertaking the installation of the devices must obtain all necessary permits, licences or consents required by local authority or other statutory or lawful authority for such installation;
4. the installation of the devices must be effected in a workmanlike manner by licenced and insured tradespersons;
5. any damage to common property that occurs during, or results from, the installation or subsequent removal or replacement of, or use of, the devices must be forthwith made good by the owner of Lot 26 at no cost to the Owners Corporation.
6. the owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the devices are to be replaced or renewed.
7. in the event that an owner or occupier of Lot 26 to which the devices are installed, after notice, fails to comply with any matters set out in conditions (a) to (f) hereof then the Owners Corporation may terminate the right of the owner or occupier to install the satellite dish.



ANNEXURE "B"

Approved Form 10

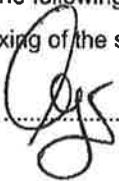
Certificate re Initial Period

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. **77493** was affixed on 29 August 2019 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 Wiggins Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Sewer Service Diagram

Application Number: 8000515693

SYDNEY WATER SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF WARRINGAH

SUBURB OF DEEWHY

SSD 904066

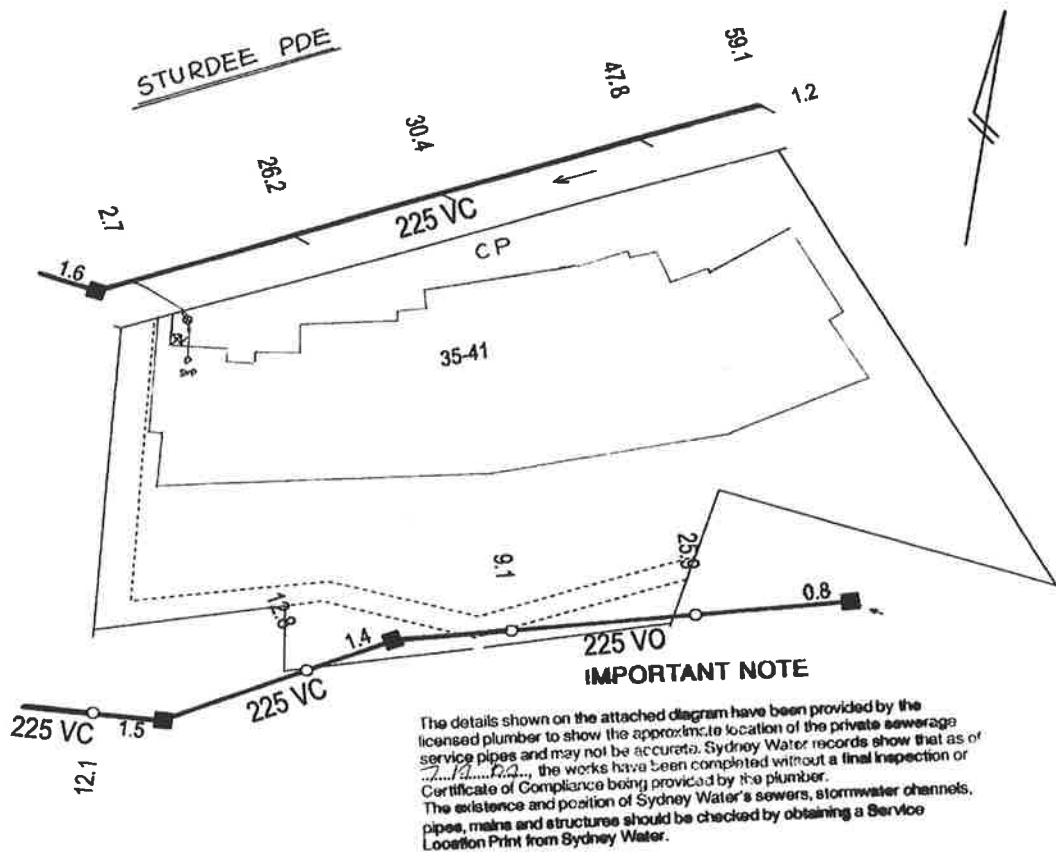
INDICATES - DRAINAGE FITTINGS		SYMBOLS AND ABBREVIATIONS				INDICATES - PLUMBING FIXTURES & OR FITTINGS	
■	Manhole	CO	Clean out	Blid	Blidet	---	ELEC.
□	Chr Chamber	O V	Vent Pipe	S	Shower	⊕	Pump Unit
●	Lampole	T	Tube	DW	Dishwasher	⊞	Boundary Valve
⊞	Boundary Trap	K	Kitchen Sink	F	Floor Waste	⊞	Boundary Valve with PRV
⊙	Inspection Shaft	W	Water Closet	M	Washing Machine	⊞	Alarm Control Panel
⊙	Pit	B	Bath Waste	BS	Bar Sink	⊞	LP Stop Valve
⊞	Grease Interceptor	H	Handbasin	LS	Lab Sink	⊞	LP Air Valve
⊞	Gully					⊞	LP Reducer
⊙	TMS Terminal Maint. Shaft					⊞	HSV Flow Monitor
⊙	MS Maintenance Shaft					⊞	Vacuum Chamber
						⊞	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap NOT REQUIRED

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3)



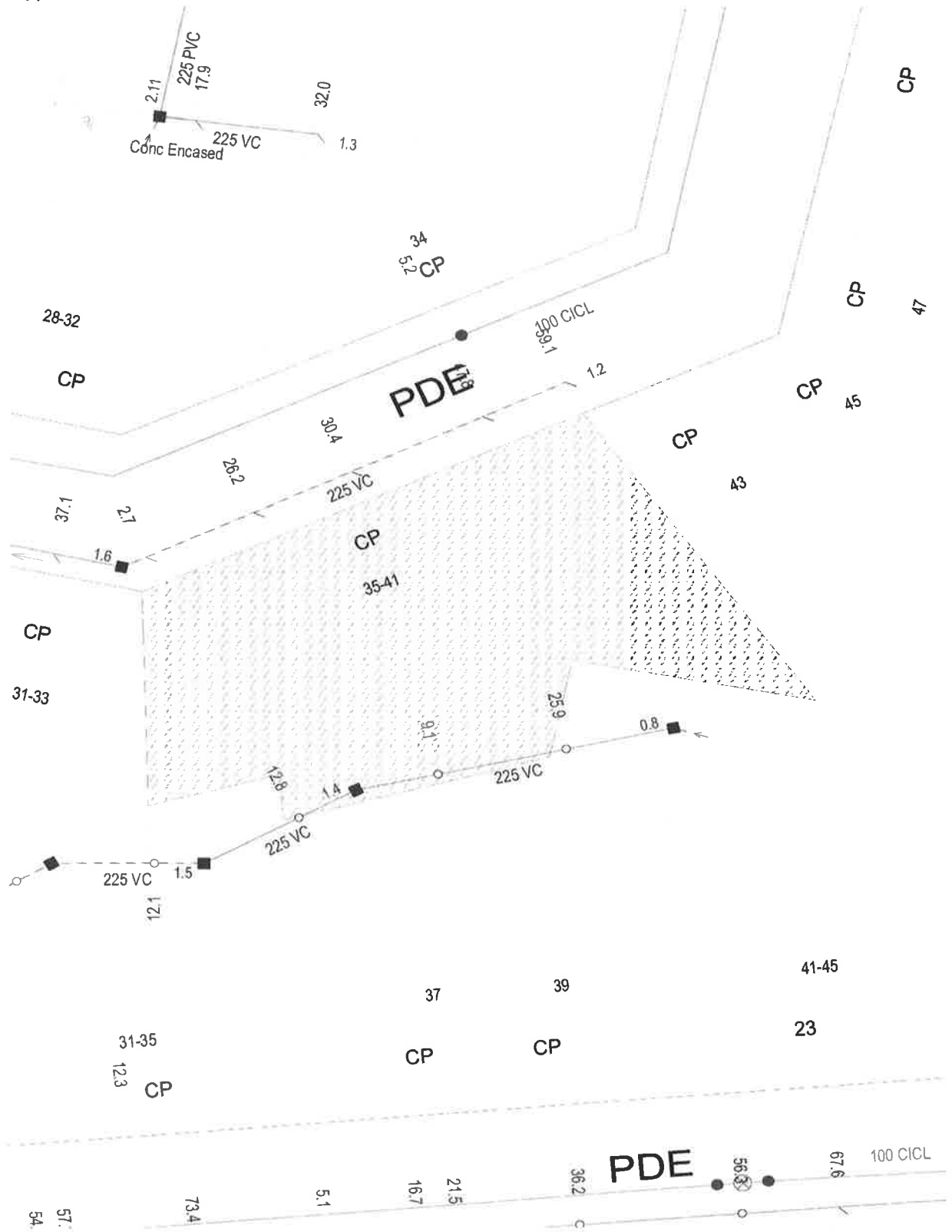
Connection Date:

Document generated at 05-03-2021 12:30:39 PM

Disclaimer

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

Service Location Print
Application Number: 8000515695



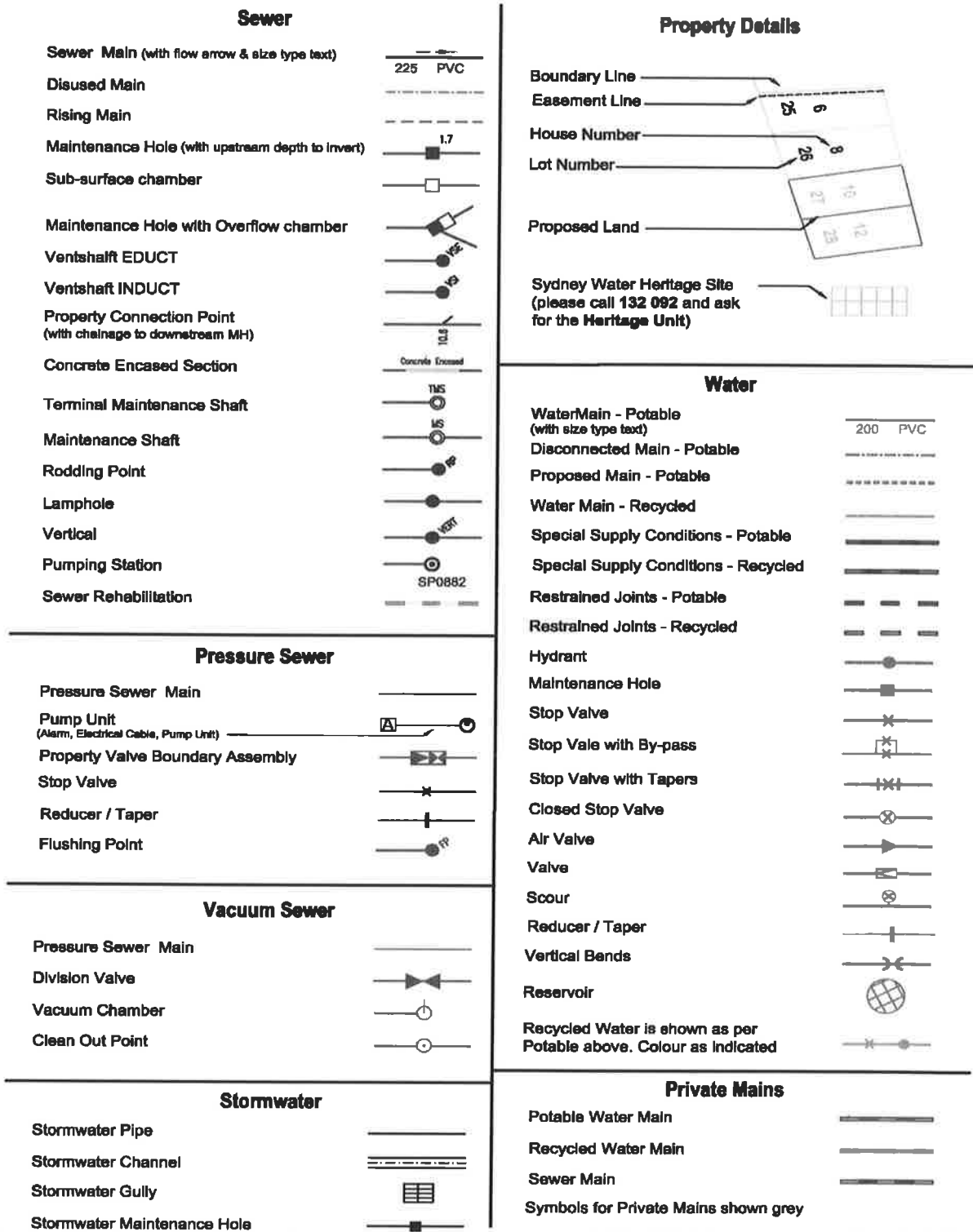
Document generated at 05-03-2021 12:30:48 PM

Disclaimer

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

Asset Information

Legend



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Patrick John Mulvihill & Tracee Yvette Mulvihill
Purchaser:
Property: 25/35-41 Sturdee Parade, Dee Why
Dated: 5 March 2021

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) Resume the whole or any part of the Property or the common property?
 - (b) Carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) Deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) Dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) Create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) Subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) Grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so, please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) Did its installation or construction commence before or after 1 August, 1990?
 - (b) Has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) Does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) Have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) If a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) Originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
20. (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
- (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?.
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion?
 - (iv) any realignment or proposed realignment of any road adjoining them.
 - (v) the existence of any contamination including, but not limited to, materials or substances

dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

22. (a) If a licence benefits the Property please provide a copy and indicate:
(i) Whether there are any existing breaches by any party to it;
(ii) Whether there are any matters in dispute; and
(iii) Whether the licensor holds any deposit, bond or guarantee.
(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion:
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
(a) Who has been appointed to each role;
(b) When does the term of each appointment expire; and
(c) What functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*. If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licence and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
(a) Insurances;
(b) Fire safety;
(c) Occupational health and safety

(d) Building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

(e) The preparation and review of the 10 year plan for the capital works fund; and

(f) Repair and maintenance

43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?

44. Has an internal dispute resolution process been established? If so, what are its terms?

45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

48. If the Transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

49. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication code must be provided 7 days prior to settlement.

50. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

51. The purchaser reserves the right to make further requisitions prior to completion.

52. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



Revenue

Enquiry ID 3433821
Agent ID 81429403
Issue Date 05 Mar 2021
Correspondence ID 1721816633
Your reference 5181

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S77493/25	Unit 7, 35-41 STURDEE PDE DEE WHY 2099	NOT AVAILABLE

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

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

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

Northern Beaches Council Planning Certificate – Part 2

Applicant: L G Parker & Co
1/644 Pittwater Road
BROOKVALE NSW 2100

Reference: 5181 MULVILHILL
Date: 05/03/2021
Certificate No. ePLC2021/1580

Address of Property: 25/35-41 Sturdee Parade DEE WHY NSW 2099
Description of Property: Lot 25 SP 77493

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4. 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Land Slip Risk Map - Area C

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

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

- (a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

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

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

A handwritten signature in black ink, appearing to read 'Ray Brownlee', with a long horizontal stroke extending to the right.

Ray Brownlee PSM
Chief Executive Officer

05/03/2021