

# Contract for the sale and purchase of land 2022 edition

| TERM                | MEANING OF TERM   | eCOS ID: 141958443 | NSW DAN:                             |
|---------------------|---|--------------------|--------------------------------------|
| vendor's agent      | Upstate Real Estate<br>Level 1, Suite 15, 888 Pittwater Road, Dee Why NSW 2099  |                    | Phone: 02 9073 7888<br>Fax:          |
| co-agent            | m: 0423 502 407 e: phil.f@upstate.com.au  |                    | Ref: Phil Feseha                     |
| vendor              | ALEXANDER JOHANNES MESKER, KATHLEEN TERESA MESKER, ROBERT HARRY STOREY<br>Level 2 1451 Pittwater Road Narrabeen NSW 2101  |                    |                                      |
| vendor's solicitor  | Chedid Storey Legal, P O Box 223 Narrabeen NSW 2101<br>Suite 2/ 1451 Pittwater Road Narrabeen NSW 2101  |                    | Phone: 02 9913 3377<br>Fax:          |
| date for completion | 12 weeks after the contract date  | (clause 15)        | Email: rtrembath@chedidstorey.com.au |
| land                | 2/98-100 OCEAN ST NARRABEEN NSW 2101<br>(Address, plan details and title reference)   |                    |                                      |
|                     | LOT 2 IN STRATA PLAN 74185<br>2/SP74185   |                    |                                      |
|                     | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies  |                    |                                      |
| improvements        | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space<br><input type="checkbox"/> none <input checked="" type="checkbox"/> other: |                    |                                      |
| attached copies     | <input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered:<br><input type="checkbox"/> other documents:   |                    |                                      |

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

|                       |   |
|-----------------------|---|
| inclusions            | <input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood |
|                       | <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels  |
|                       | <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove  |
|                       | <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna   |
|                       | <input checked="" type="checkbox"/> other: underfloor heating   |
| exclusions            |   |
| purchaser             |   |
| purchaser's solicitor | Phone:  |
|                       | Fax:  |
| Price                 | \$  |
| deposit               | \$ (10% of the price, unless otherwise stated)  |
| balance               | \$  |
| contract date         | (if not stated, the date this contract was made)  |

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

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

buyer's agent

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

## SIGNING PAGE

| VENDOR  | PURCHASER  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
|---|--|---|------------------------------------|------------------------------------|----------------------|----------------------|---|---|---|------------------------------------|------------------------------------|----------------------|----------------------|
| <p>Signed By _____</p><br><br><p>Vendor _____</p><br><br><p>Vendor _____</p>  | <p>Signed By _____</p><br><br><p>Purchaser _____</p><br><br><p>Purchaser _____</p> |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| VENDOR (COMPANY)  | PURCHASER (COMPANY)  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table border="0"> <tr> <td>_____<br/>Signature of authorised person</td> <td>_____<br/>Signature of authorised person</td> </tr> <tr> <td>_____<br/>Name of authorised person</td> <td>_____<br/>Name of authorised person</td> </tr> <tr> <td>_____<br/>Office held</td> <td>_____<br/>Office held</td> </tr> </table> | _____<br>Signature of authorised person  | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held | <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p><br><br><table border="0"> <tr> <td>_____<br/>Signature of authorised person</td> <td>_____<br/>Signature of authorised person</td> </tr> <tr> <td>_____<br/>Name of authorised person</td> <td>_____<br/>Name of authorised person</td> </tr> <tr> <td>_____<br/>Office held</td> <td>_____<br/>Office held</td> </tr> </table> | _____<br>Signature of authorised person | _____<br>Signature of authorised person | _____<br>Name of authorised person | _____<br>Name of authorised person | _____<br>Office held | _____<br>Office held |
| _____<br>Signature of authorised person   | _____<br>Signature of authorised person  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person  | _____<br>Name of authorised person   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Office held  | _____<br>Office held   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Signature of authorised person   | _____<br>Signature of authorised person  |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Name of authorised person  | _____<br>Name of authorised person   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |
| _____<br>Office held  | _____<br>Office held   |   |                                    |                                    |                      |                      |   |   |   |                                    |                                    |                      |                      |

vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**land tax** is adjustable

☒ NO ☐ yes

**GST: Taxable supply**

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

Strata One - Suite 8/12 Rickard Road, Narrabeen 2101  
 ph: 1300 988 702 e: enquires@strataone.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

|   |  |
|---|--|
| <b>APA Group</b><br><b>Australian Taxation Office</b><br><b>Council</b><br><b>County Council</b><br><b>Department of Planning and Environment</b><br><b>Department of Primary Industries</b><br><b>Electricity and gas</b><br><b>Land and Housing Corporation</b><br><b>Local Land Services</b> | <b>NSW Department of Education</b><br><b>NSW Fair Trading</b><br><b>Owner of adjoining land</b><br><b>Privacy</b><br><b>Public Works Advisory</b><br><b>Subsidence Advisory NSW</b><br><b>Telecommunications</b><br><b>Transport for NSW</b><br><b>Water, sewerage or drainage authority</b> |
|---|--|

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

|                               |   |
|-------------------------------|---|
| <i>adjustment date</i>        | the earlier of the giving of possession to the purchaser or completion;   |
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>authorised Subscriber</i>  | a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;  |
| <i>bank</i>                   | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;  |
| <i>business day</i>           | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;   |
| <i>cheque</i>                 | a cheque that is not postdated or stale;  |
| <i>clearance certificate</i>  | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;   |
| <i>completion time</i>        | the time of day at which completion is to occur;  |
| <i>conveyancing rules</i>     | the rules made under s12E of the Real Property Act 1900;  |
| <i>deposit-bond</i>           | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>   |
| <i>depositholder</i>          | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);  |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i>      | document relevant to the title or the passing of title;   |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;  |
| <i>FRCGW percentage</i>       | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);   |
| <i>FRCGW remittance</i>       | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;                         |
| <i>GST Act</i>                | A New Tax System (Goods and Services Tax) Act 1999;   |
| <i>GST rate</i>               | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);  |
| <i>GSTRW payment</i>          | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );  |
| <i>GSTRW rate</i>             | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>legislation</i>            | an Act or a by-law, ordinance, regulation or rule made under an Act;  |
| <i>manual transaction</i>     | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;  |
| <i>normally</i>               | subject to any other provision of this contract;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>party</i>                  | each of the vendor and the purchaser;   |
| <i>property</i>               | the land, the improvements, all fixtures and the inclusions, but not the exclusions;  |
| <i>planning agreement</i>     | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ;  |



|                          |   |
|--------------------------|---|
| <i>requisition</i>       | an objection, question or requisition (but the term does not include a claim);  |
| <i>rescind</i>           | rescind this contract from the beginning;   |
| <i>serve</i>             | serve in writing on the other <i>party</i> ;  |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>               |
| <i>solicitor</i>         | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;  |
| <i>TA Act</i>            | Taxation Administration Act 1953;   |
| <i>terminate</i>         | terminate this contract for breach;   |
| <i>title data</i>        | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;   |
| <i>variation</i>         | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;   |
| <i>within</i>            | in relation to a period, at any time before or during the period; and   |
| <i>work order</i>        | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
  - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

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

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* serving notice of the event happening;  
     • every *party* who has the benefit of the provision serving notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

2/98-100 OCEAN ST NARRABEEN NSW 2101

**Special Conditions for Sale of Land**

|                 |  |
|-----------------|--|
| <b>Property</b> | <b>2/98-100 Ocean Street, Narrabeen NSW 2101</b>                             |
| <b>Vendor</b>   | <b>Alexander John Mesker, Kathleen Teresa Mesker and Robert Harry Storey</b> |

**33. Interpretation**

33.1 In this contract, unless a contrary intention appears:

- (a) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), permitted transferees and assigns, and any other entity recognised by law;
- (b) the singular includes the plural and vice versa;
- (c) words denoting one gender include each gender;
- (d) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (e) where any word or phrase is given a defined meaning any other grammatical form of that word or phrase will have a corresponding meaning;
- (f) references to legislation or legislative provisions will include modifying, consolidating or replacing legislation or legislative provisions;
- (g) references to months and years means calendar months and years;
- (h) the use of headings are only for convenience and do not affect interpretation;
- (i) if the day on which any act, matter or thing is to be done under or pursuant to this contract is not a business day, that act, matter or thing may be done on the next business day. Business day means a day that is not a Saturday, Sunday or public holiday in Sydney;
- (j) notwithstanding the completion of this contract, and notwithstanding the registration of the Transfer in favour of the Purchaser, any clause to which effect is not given by such completion or registration and which is capable of taking effect after completion or registration is not to merge but remain in full force and effect;
- (k) references to dollars or \$ means Australian dollars unless otherwise stated;
- (l) references to parties, clauses, sub-clauses, paragraphs, annexures and schedules are references to parties, clauses, sub-clauses, paragraphs, annexures and schedules in this contract;
- (m) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (n) 'include' (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items, or items of a similar kind; and

- (o) in the event of any inconsistency between these special conditions and the Standard Form, these special conditions prevail.

### 34. Changes to Standard Contract

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34.1 For the purposes of this contract, clause 1 to 32 are amended as follows:

- (a) **Clause 1** add the words "from any competent authority or adjoining owner" at the end of the definition of "work order".
- (b) **Clause 3** is deleted;
- (c) **Clause 5.2.3** – replace "a reasonable time" with "21 days after the date of this contract";
- (d) **Clause 6.2** is deleted.
- (e) **Clauses 7.1.1** is deleted and replaced with "*any amount is claimed*";
- (f) **Clause 7.2** is deleted;
- (g) **Clause 8.1.1** is amended by deleting the words "on reasonable grounds".
- (h) **Clause 8.1.2** is amended by deleting the words "and those grounds".
- (i) **Clause 10.1** is amended by including the words "or delay completion" after the word "terminate".
- (j) **Clause 10.1.8** and **10.1.9**:
  - (i) replace "*substance*" with "*existence*"; and
  - (ii) replace "*disclosed*" with "*noted*"; and
- (k) insert the following at the end of clause **10.1**:

*"For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction."*
- (l) **Clause 10.4** add new subclause to read:

*"10.4 The vendor discloses all the information annexed to this contract even if the contract does not refer to that disclosure."*
- (m) **Clauses 12.2** are deleted.
- (n) **Clause 13.7** does not apply if margin scheme is adopted;
- (o) **Clause 14.4.2** is deleted
- (p) **Clause 14.8** add the words "by any competent authority" after the words "started".
- (q) **Clauses 23.13, 23.14** and **23.15** are deleted and replaced with "the purchaser shall be responsible for obtaining a Certificate under s184 of the Strata Schemes Management Act 2015 at its own expense."

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**35. Governing Law**

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- 35.1 This contract is governed by and will be construed according to the laws of New South Wales.

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**36. Completion and Notice to Complete**

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- 36.1 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract within 14 days after the date of service of the notice. If the vendor issues a notice to complete, the purchaser must allow the vendor \$500.00 plus GST as reimbursement of the vendor's additional legal costs.
- 36.2 For the purposes of this clause, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.
- 36.3 The vendor will not be regarded as being unready, unwilling and unable to complete this contract solely because of the existence of a charge on the property for any statutory outgoing, which will otherwise be paid or discharged on completion.
- 36.4 Without limiting any other provision of this contract, the vendor is not required to remove any statutory charge on the property for any outgoing prior to completion if it will be paid or otherwise discharged on completion.
- 36.5 The vendor is not required to give to the purchaser either before or at completion a discharge or release of any encumbrance unless that discharge or release is required to enable the registration of the Transfer to the purchaser.

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**37. Existing Encumbrances**

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- 37.1 If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.
- 37.2 The vendor must on completion allow the purchaser the registration fees payable in respect of that discharge of mortgage or a withdrawal of caveat.

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**38. Damages**

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- 38.1 Without prejudice to the vendor's other rights, if the balance of the price is not paid by the purchaser to the vendor by the completion date, the purchaser must pay to the vendor as liquidated damages an amount calculated:
- (a) at the rate of 8% per annum on the balance of the price; and
  - (b) from the completion date or if applicable from the date the vendor rectifies the vendor's default until the first to happen of completion or termination of this contract by the vendor.
- 38.2 The parties agree that it is an essential term of this clause that the money to be paid under it will be paid on completion.
- 38.3 This clause does not apply if the delay in completion is due to the fault of the vendor.



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**39. Non-Reliance on Warranties/Representations**

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- 39.1 The purchaser acknowledges that the purchaser in entering into this contract:
- (a) does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and
  - (b) has relied entirely on the purchaser's enquiries relating to and in the purchaser's inspection of the property; and
  - (c) accepts the property and any chattels and things included in this contract in their present condition.
- 39.2 Without limiting the generality of this clause, the purchaser acknowledges that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty on which the purchaser relies as to:
- (a) the state of repair of the property;
  - (b) the rights and privileges relating to the property;
  - (c) the fitness or suitability for any particular purpose or otherwise of the property or any part of it; or
  - (d) any financial return or income to be derived from the property.
- 39.3 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of,
- any of the matters referred to in this clause.

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**40. Acceptance of property**

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- 40.1 The purchaser accepts the property (including without limitation the improvements and inclusions) in its present state of condition and repair and subject to any latent or patent defects or infestation or dilapidation and subject to all existing water, sewerage, drainage and plumbing services and connections, and cables and wires in respect of the property existing either at the date of this contract or at completion.
- 40.2 The purchaser is not entitled to:
- (a) make any requisition, claim or objection about; or
  - (b) rescind, terminate or delay completion of this contract because of any of the matters referred to in this clause or as a result of fair wear and tear occurring between the date of this contract and completion.

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**41. Building Certificate**

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- 41.1 The vendor does not have a building certificate in respect of the improvements.
- 41.2 The purchaser is not entitled to require the vendor to:
- (a) apply for or do anything to obtain a building certificate; nor

- (b) comply with the local council's requirements for the issue of a building certificate.
- 41.3 Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate in respect of the improvements.

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**42. Conditions of Use or Approval**

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- 42.1 The vendor is not required to comply with any condition imposed by any competent authority concerning any application made by or on behalf of the purchaser relating to any proposed use or development of the property.

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**43. Vendor not Responsible for Fencing**

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- 43.1 Subject to Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2022*, any law to the contrary or this contract, the vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing if:
  - (a) fencing is not on the correct boundary;
  - (b) a give-and-take fence exists; or
  - (c) a boundary of the property is not fenced.

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**44. Section 52A Conveyancing Act**

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- 44.1 If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022*, then this contract will be read and construed as if such provision is severable from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

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**45. Breach of Statutory Warranty by Vendor**

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- 45.1 If the purchaser discovers that the vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the purchaser must, within seven days of discovering that breach, notify the vendor in writing of that breach.
- 45.2 If the vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022*, the vendor may, before completion, serve a notice:
  - (a) setting out the breach;
  - (b) requesting the purchaser to serve a notice on the vendor irrevocably waiving the breach (**Waiver**); and
  - (c) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of that notice.
- 45.3 The vendor may rescind the contract if:
  - (a) the vendor serves a notice under clause 45.2 and
  - (b) the purchaser does not serve the Waiver within the time required under the notice.

- 45.4 If the purchaser serves a Waiver before the vendor rescinds under clause 45.2, the vendor is no longer entitled to rescind under clause 45.3.
- 45.5 The purchaser has no claim against the vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* other than the right of rescission given by that Regulation.

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**46. Warranty as to Agent**

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- 46.1 The purchaser warrants that the purchaser was not introduced directly or indirectly to either the vendor or the property by any person other than the vendor's agent (if any) as specified in this contract.
- 46.2 The purchaser will indemnify the vendor against any claim or demand for commission or remuneration by any person other than the vendor's agent arising from the sale of the property and pursuant to a breach of the purchaser's warranty provided by this clause.
- 46.3 This clause will not merge on completion.

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**47. Rescission on Death/Liquidation**

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- 47.1 Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included in this contract, if the purchaser (or one of them if there is more than one purchaser) prior to completion:
- (a) dies or becomes mentally incapacitated, then either party may rescind the contract and the provisions of clause 19 will apply; or
  - (b) being a company:
    - (i) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act; or
    - (ii) if any liquidator, administrator, receiver or official manager is appointed in respect of it then the vendor may rescind this contract and the provisions of clause 19 will apply.

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**48. Consumer Credit**

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- 48.1 The purchaser acknowledges and warrants to the vendor either that credit is not required to complete this contract or credit to complete this contract has already been approved on terms acceptable to the purchaser.
- 48.2 The purchaser will indemnify the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

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**49. FIRB Approval**

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- 49.1 The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.
- 49.2 A breach of the warranty given under clause 49.1 entitles the vendor to rescind this contract and the provisions of clause 19 apply.

- 49.3 The purchaser indemnifies the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.
- 49.4 This clause does not merge on completion.

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**50. Errors in Adjustments**

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- 50.1 Each party agrees that if on completion of this contract any adjustment required to be made under the contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation to be payable. The obligations contained in this clause are essential and shall not merge on completion.

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**51. Merger**

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- 51.1 The parties agree that the provisions of this contract which are to apply after completion of it do not merge on completion.

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**52. Entire Agreement**

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- 52.1 To the extent permitted by law, in relation to the subject matter of this contract, this contract:
- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
  - (b) supersedes any prior written or other agreement between the parties.

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**53. Vendor Disclosure Documents**

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- 53.1 Attached to this contract are copies of the Vendor Disclosure Documents.
- 53.2 The vendor specifically discloses all of the facts and materials referred to, or set out in, this contract and the Vendor Disclosure Documents.
- 53.3 The vendor makes no warranty or representation as to the correctness of completeness of any of the Vendor Disclosure Documents.
- 53.4 The purchaser cannot make any objection in respect of anything referred to or disclosed in:
- (a) this clause;
  - (b) the contract; or
  - (c) the Vendor Disclosure Documents.

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**54. Notices**

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- 54.1 Any notice to or by a party under this contract must be in writing and signed by the sender or the sender's solicitor and if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender or the sender's solicitor.
- 54.2 Any notice may be served by delivery in person, post or transmission by facsimile (if a facsimile number is specified in this contract) or email to the address or number or email address of the recipient specified in this contract or most recently notified by the recipient to the sender.

- 54.3 Any notice will be effective for the purposes of this contract on delivery to the recipient prior to 5.00 pm local time on a Business Day in the place in or to which the written notice is delivered or sent or otherwise at 9.00 am on the next Business Day following delivery or receipt.
- 54.4 Despite clause 20.6, the service of any notice or document in connection with this contract on a party is deemed to have been received by that party or that party's solicitor:
- (a) where it is sent by facsimile transmission, on the day it is actually transmitted to that party or that party's solicitor, unless:
    - (i) the sender's machine indicates a malfunction in transmission service, in which case service is deemed not to have been effected; or
    - (ii) the recipient immediately notifies the sender of an incomplete transmission, in which case service is deemed not to have been effected; or
    - (iii) the transmission is not completed before 5.00pm (local time) on a Business Day, in which case service is deemed to have been effected at 9.00am on the next Business Day; or
  - (b) where it is sent by email, on the day the email is actually sent, unless, within twenty-four (24) hours of the email being sent, the sender receives a notification from either the sender's mail server or the recipient's mail server indicating that the message has not been sent and/or received.

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## 55. Swimming pool

- 55.1 This clause applies if the property contains a swimming pool or spa pool (**pool**) as defined under the *Swimming Pools Act* 1992 except if the property is a lot in a strata or community scheme with more than two lots.
- 55.2 The vendor does not warrant the accuracy of any certificate of compliance, certificate of non-compliance or occupation certificate attached to the contract, or that the pool complies with the requirements imposed by the *Swimming Pools Act* 1992.
- 55.3 Notwithstanding clause 11.1, if the contract contains a certificate of non-compliance in relation to the pool, the purchaser must within 90 days of completion, carry out the works and do all things necessary to address the issues raised in the non-compliance certificate, including obtaining a compliance certificate.
- 55.4 The purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with the *Swimming Pools Act* 1992 or other relevant legislation. This clause 55 does not merge on completion.

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## 56. Guarantee and Indemnity

- 56.1 This clause applies if the purchaser is a company.
- 56.2 Expressions used in this clause (which is a deed as between the vendor and the Guarantor) given meanings in the contract have the same meaning as in the contract and have the following additional meanings:
- (a) **contract** means the contract to which this guarantee and indemnity is attached; and
  - (b) **Guarantor** means the persons identified as guarantors on the front page of this contract.
- 56.3 The Guarantor, by the Guarantor's execution of this guarantee and indemnity at the end of this deed, acknowledges incurring obligations and giving rights under this guarantee and indemnity

for valuable consideration received from the vendor including, without limitation, the agreement of the vendor to enter into this contract at the request of the Guarantor.

- 56.4 The covenants, guarantees and indemnities in this deed are severable.
- 56.5 The Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the payment to the vendor of the balance of the price by the purchaser;
  - (b) the payment to the vendor of every other amount payable by the purchaser under this contract; and
  - (c) the performance of the purchaser's obligations under this contract.
- 56.6 The Guarantor indemnifies the vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract.
- 56.7 The Guarantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the price, the adjustments due to the vendor on completion and interest payable by the purchaser to the vendor.
- 56.8 The Guarantor is jointly and severally with the purchaser liable to the vendor for:
- (a) the purchaser's observance and performance of its obligations under this contract; and
  - (b) any damage incurred by the vendor as a result of:
  - (c) the purchaser's failure to observe and perform its obligations under the contract or its default under this contract; or
  - (d) the termination of this contract by the vendor.
- 56.9 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this deed.
- 56.10 The obligations of the Guarantor under this deed are not released, discharged or otherwise affected by:
- (a) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
  - (b) the grant of any time, waiver, covenant not to sue or other indulgence;
  - (c) the release (including without limitation a release as part of a novation) or discharge of any person;
  - (d) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
  - (e) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
  - (f) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
  - (g) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;

- 56.11 The parties acknowledge that this guarantee and indemnity is executed as a deed.

**Signed Sealed and Delivered by** \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of:

Signature

**Signed Sealed and Delivered by** \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of:

Signature

Residential SC to suit 2022 (CSL)

## **57. Holiday Closure**

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- a) Despite any other clause in this contract, the Vendor will not be required to complete the contract during the period commencing 3pm on 20 December 2024 and ending at 11am on 6 January 2025 (the “holiday period”).
- b) A Notice to Complete under Special Condition 36 issued less than 14 days before the commencement of the holiday period cannot stipulate a date for completion within the holiday period.
- c) Neither party may issue a Notice to Complete during the holiday period.
- d) If completion does not take place prior to the commencement of the holiday period and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser under Special Condition 38 will be calculated from the completion date to the date of actual completion after the end of the holiday period and shall include the holiday period notwithstanding that the Purchaser is ready, able and willing to settle within the holiday period.

The Purchaser is not entitled to rescind, terminate or delay completion of this contract, nor to object, requisition or make any claim in respect of any matters arising from this clause.





FOLIO: 2/SP74185

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| SEARCH DATE | TIME     | EDITION NO | DATE       |
|-------------|----------|------------|------------|
| -----       | ----     | -----      | ----       |
| 1/8/2024    | 10:20 AM | 6          | 11/12/2019 |

LAND

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LOT 2 IN STRATA PLAN 74185  
AT NARRABEEN  
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

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ALEXANDER JOHANNES MESKER  
KATHLEEN TERESA MESKER  
ROBERT HARRY STOREY  
AS JOINT TENANTS (AE AP751676)

SECOND SCHEDULE (1 NOTIFICATION)

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1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74185

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



FOLIO: CP/SP74185

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| SEARCH DATE | TIME     | EDITION NO | DATE      |
|-------------|----------|------------|-----------|
| -----       | ----     | -----      | ----      |
| 1/8/2024    | 10:20 AM | 4          | 11/7/2024 |

LAND

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THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74185  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NARRABEEN  
LOCAL GOVERNMENT AREA NORTHERN BEACHES  
PARISH OF MANLY COVE COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP74185

FIRST SCHEDULE

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THE OWNERS - STRATA PLAN NO. 74185

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- STRATA ONE PTY LTD

PO BOX 889

NARRABEEN NSW 2101

SECOND SCHEDULE (5 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION C HAS BEEN ADOPTED
- 3 SP74185 RESTRICTION(S) ON THE USE OF LAND
- 4 SP74185 POSITIVE COVENANT
- 5 AB814865 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

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STRATA PLAN 74185

| LOT | ENT   | LOT | ENT   | LOT | ENT   | LOT | ENT   |
|-----|-------|-----|-------|-----|-------|-----|-------|
| 1   | - 120 | 2   | - 134 | 3   | - 148 | 4   | - 146 |
| 5   | - 146 | 6   | - 146 | 7   | - 160 |     |       |

NOTATIONS

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UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

157375

PRINTED ON 1/8/2024



## Strata Certificate

Name of Council: **Accredited Certifier** **SG JOHNSON**

- Name of Council: **Accredited Certifier** **SG JOHNSON**
- Being satisfied that the requirements of the Strata Schemes (Freehold Development) Act 1973 have been complied with, approves of the proposed strata plan/ ~~strata plan~~ **strata plan** illustrated in the annexure to this certificate.
- The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
- ~~The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~
- The Council does not object to the encroachment of the building beyond the alignment of ~~the building~~ **the building** with a relevant development consent in force that allows the encroachment to which it relates.
- This approval is given on the condition that the use of (b)(1) (being utility poles designed to be used primarily for the storage or accommodation of posts, poles, vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being a utility pole) the subject of the strata scheme concerned, as referred to in \* section 39 of the Strata Schemes (Freehold Development) Act 1973 or \* section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: **11 January, 2005**Subdivision No: **10746**Accreditation No: **418677**Relevant Development Consent No: **DA 2003/1896**Issued by: **WARRINGAH COUNCIL**

**WARRINGAH COUNCIL** **Accredited Certifier**

**Complete, or delete if inapplicable**

## SCHEDULE OF UNIT ENTITLEMENT

| LOT No.   | UNIT ENTITLEMENT |
|-----------|------------------|
| 1         | 120              |
| 2         | 134              |
| 3         | 148              |
| 4         | 146              |
| 5         | 146              |
| 6         | 146              |
| 7         | 160              |
| AGGREGATE | 1000             |

## Surveyors Certificate

Name: **PAUL BARRY BYRNE**Address: **63 WATERLOO STREET NARRABEEN 2101**Occupation: **Surveyor registered under the Surveying Act 2002, hereby certify that:**

- (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
- (2) ~~the building encroaches on a public place.~~ **has been met;**
- (3) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (4) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (5) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
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- (73) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (74) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (75) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (76) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (77) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (78) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (79) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (80) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (81) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (82) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (83) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (84) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (85) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (86) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (87) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (88) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (89) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (90) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (91) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (92) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (93) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (94) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (95) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (96) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (97) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (98) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (99) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**
- (100) ~~the building encroaches on a public place and other than a public place in respect of which encroachment an appropriate assignment~~ **has been met;**

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

Signature: **[Signature]**

Date: **7/12/2004**

\* Delete if inapplicable.

\* State whether reading of plan and guide register number.

This is sheet 1 of my plan in 4 sheets

## RESIDENTIAL

- \* Model By-laws adopted for this scheme
- \* Insert type being adopted
- \* Keeping of Animals: **Other than A/B/C**
- \* Deletion of By-laws: **Other than A/B/C**
- \* The By-laws apply
- \* State out whichever is inapplicable

## PLAN OF SUBDIVISION OF LOT 1 IN D.P.1072208

L.G.A.: **WARRINGAH** Suburb/Locality: **NARRABEEN**Parish: **MANLY COVE** County: **CUMBERLAND**

Name of, and address for service of notices on, the owners corporation.

**THE OWNERS**

**STRATA PLAN NO. 74105**

**Nos. 98-100 OCEAN STREET**

**NARRABEEN 2101**

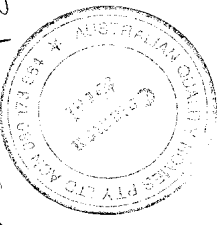
**(address required on original strata plan only)**

## FOR LOCATION PLAN SEE SHEET 2

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

PURSUANT TO SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1977 AND SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT



**[Signature]**

**DIRECTOR**

Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee SIGNED by **ANASTASIA** as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332

(Signature) **Tier Three Attorney**

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

I certify that the attorney for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: **[Signature]**

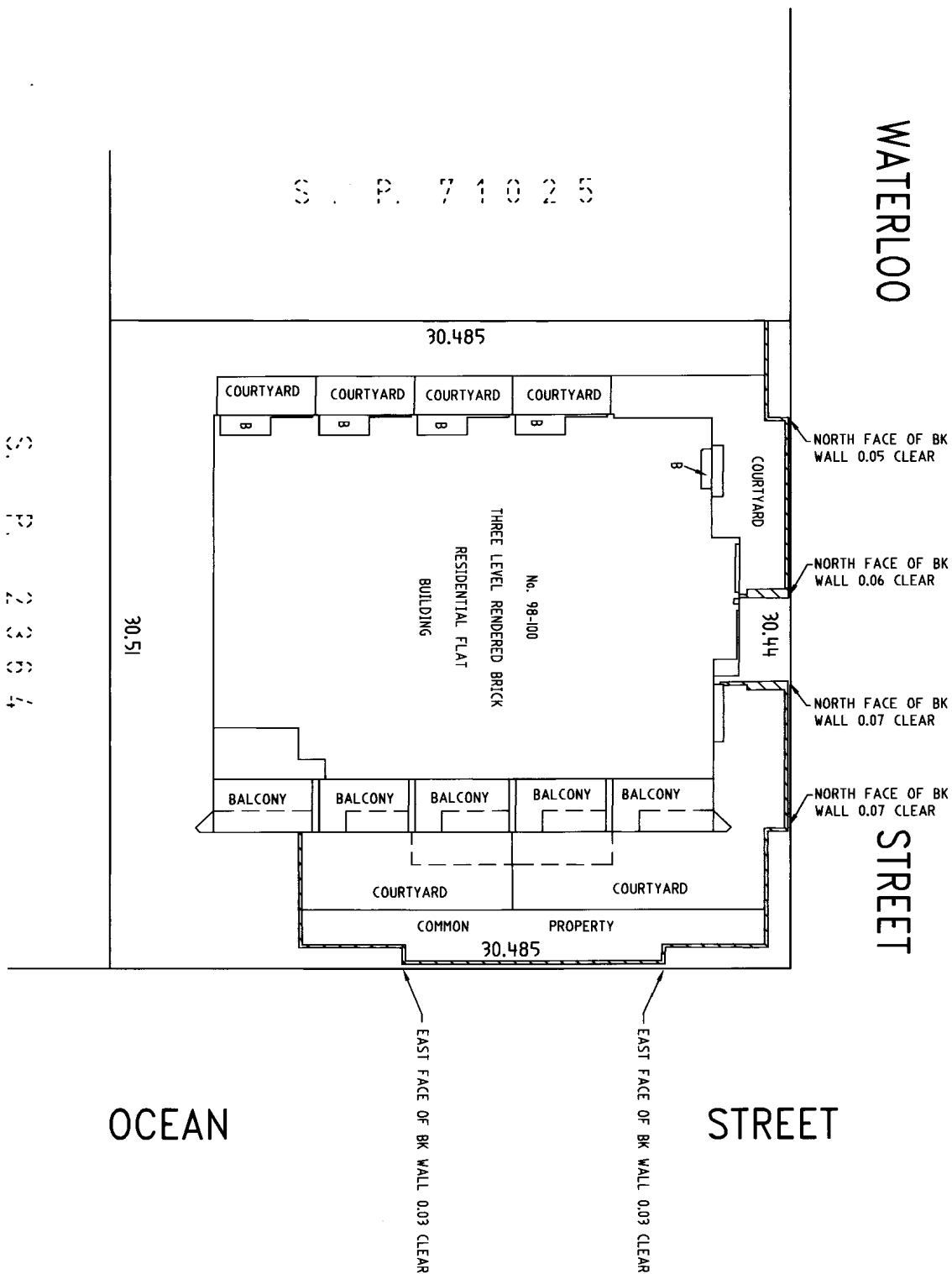
Name of witness: **Jenny Truong**

Address of witness: **Level 7, 60 Carrington St, Sydney NSW**

SP74185

Registered **21-01-2005**Purpose: **STRATA PLAN**Ref Map: **U2161-73**Last Plan: **DP1072208**

SP74185



B - DENOTES BALCONY

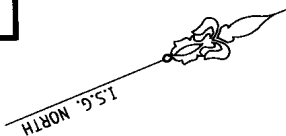
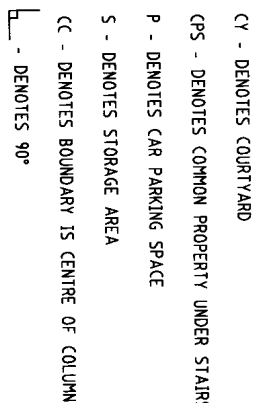
Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor  
 SURVEYOR'S REFERENCE: 9240 S ISSUE A

Registered Surveyor

Authorised Person/General Manager/ Accredited Officer



LEVEL 2

THE COURTYARDS ARE LIMITED IN HEIGHT TO 2 BELOW OR TO THE UPPER SURFACE OF THE UNDERLYING COURSE

PT.1  
(140m<sup>2</sup>)  
154m<sup>2</sup>

PT.2  
(128m<sup>2</sup>)  
143m<sup>2</sup>

LINE OF HOOD OVER

LINE OF LEVEL 3 BALCONY OVER

LINE OF METAL

AWNING ABOVE

COURTYARD

COURTYARD

3.82

3.66

9.4

9.4

11.28

## LEVEL 2

1. THE STRUCTURE AND ALL ASSOCIATED WORKING PARTS OF THE AIR CONDITIONING UNITS ARE COMMON PROPERTY

## 2. THE CHAIN WIRE SCREEN FENCES OF THE STORAGE AREAS ARE COMMON PROPERTY

3. THE METAL AWNING ABOVE THE COURTYARDS OF LOT'S 1 AND 2 IS COMMON PROPERTY.

Reduction Ratio 1: 125

**Lengths are in metres**

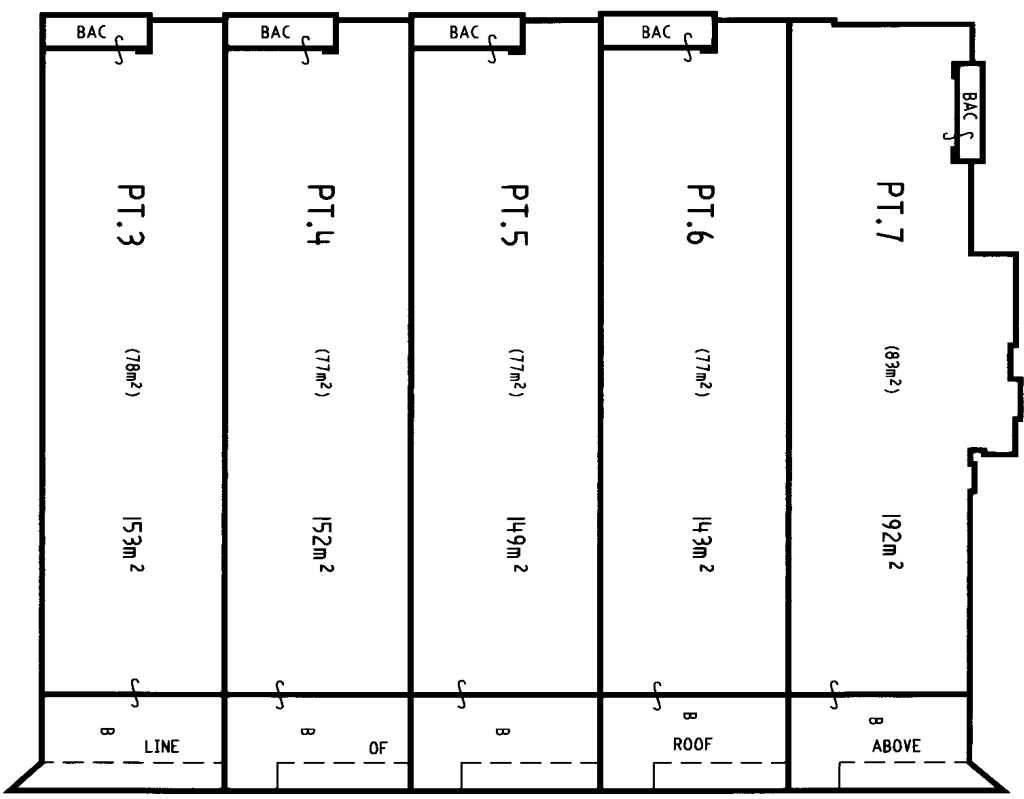
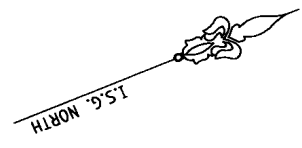
THE COURTYARDS ARE LIMITED IN HEIGHT TO 2 BELOW OR TO THE UPPER SURFACE OF THE UNDERLYING CONCRETE SLAB AND 3 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR ADJOINING UNIT EXCEPT WHERE COVERED

SURVEYOR'S REFERENCE: 9240 S ISSUE A

Registered Surveyor

~~Authorized Person/General Manager~~ / Accredited Certificate

SP74185



LEVEL 3

B - DENOTES BALCONY  
BAC - DENOTES BALCONY COVERED

BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THE  
UPPER SURFACE OF THE FLOOR OF THEIR ADJOINING UNIT  
EXCEPT WHERE COVERED

NOTE:  
AREAS SHOWN HEREON ARE APPROXIMATE AND ARE FOR  
THE PURPOSES OF THE STRATA TITLES ACT ONLY

Reduction Ratio 1:125

Lengths are in metres

Registered Surveyor  
*[Signature]*  
Surveyor General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 9240 5 ISSUE A

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) of the Strata Schemes ( Freehold Development ) Act 1997.**

(Sheet 1 of <sup>4</sup> sheets)

**SP74185**

Subdivision of Lot 1  
in Deposited Plan 1072208  
covered by Subdivision  
Certificate No. **10748** 11/01/05

Full name and address of  
the proprietor of the land:

Australian Quality Homes Pty Limited  
C/o 8 Pembury Close,  
DENHAM COURT NSW 2565

**Part 1 (Creation)**

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities: |
|---|--|-------------------------------|--|
| 1   | Restrictions On The Use of Land  | Common Property               | Warringah Council  |
| 2   | Positive Covenant  | Common Property               | Warringah Council  |


**Part 2 (Terms)**

**1. TERMS OF RESTRICTION FIRSTLY REFERRED TO  
IN THE ABOVEMENTIONED PLAN**

The registered proprietors covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council No. DA 2003/0696..... ( hereinafter called the "system").

The registered proprietors covenant with the applicant that they will not :

- Do any act, matter or thing which may prevent the structure and works from operating in an efficient matter.
- Make any alterations or addition 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.
- This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

  
DIRECTOR

  
DIRECTOR

**WARRINGAH COUNCIL**  
  
Authorised Person

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) of the Strata Schemes ( Freehold Development ) Act 1997.**

(Sheet 2 of <sup>4</sup> 3 sheets)

**SP74185**

Subdivision of Lot 1  
in Deposited Plan 1072208  
covered by Subdivision  
Certificate No. **10748** 11/01/05

**Part 2 (Terms) cont.**

For the purposes of this covenant:

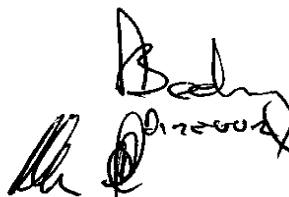
Structure and works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council No. **DA2003/0696** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

**2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO  
IN THE ABOVEMENTIONED PLAN**

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

1. The registered proprietor will:
  - (a) keep the structure and works clean and free from silt, rubbish and debris
  - (b) 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 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 3 hereof

  
Secretary

  
DIRECTOR

**WARRINGAH COUNCIL**  
  
Authorised Person



**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919 and Section 7(3) of the Strata Schemes ( Freehold Development ) Act 1997.**

(Sheet 3 of <sup>4</sup>3 sheets)

**SP74185**

Subdivision of Lot 1  
in Deposited Plan 1072208  
covered by Subdivision  
Certificate No. **10748** 11/01/05

**Part 2 (Terms) cont.**

(ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

- (a) Any expense reasonable incurred by it in exercising its powers under subparagraph (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, reasonable 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 plans approved by Council No: **DA 2003/0096** including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detail stormwater on the land.

The Act means the Conveyancing Act 1919

The Authority empowered to release, vary or modify the positive covenant and restriction(s) on use of land created hereby shall be Warringah Council.

THE COMMON SEAL of  
AUSTRALIAN QUALITY HOMES PTY  
LIMITED )

was hereunto affixed by authority of  
the Directors previously given and in  
the presence of:

.....  
SECRETARY



.....  
DIRECTOR

Approved by Warringah Council

.....  
The General Manager/ Authorised Person

(Sheet 4 of 4 Sheets)

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee  
SIGNED by MARILYN DALLER as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

SP74185

.....  
(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness: Level 7, 60 Carrington St.  
Sydney NSW

REGISTERED



21-01-2005

Form: 15CB  
Release: 1  
www.lpi.nsw.gov.au

## CHANGE OF BY-LAWS

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



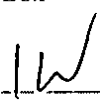
AB814865U


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

(A) **TORRENS TITLE**

For the common property  
CP/SP 74185

(B) **LODGED BY**

|   |  |                   |
|---|--|-------------------|
| Delivery Box<br> | Name, Address or DX and Telephone<br>Australian Quality Homes Pty Limited<br>8 Pembury Close<br>Denham Court NSW 2565<br>Reference (optional): | CODE<br><b>CB</b> |
|---|--|-------------------|

- (C) The Owners-Strata Plan No 74185 certify that pursuant to a resolution passed on 06 August 2005 and in accordance with the provisions of
- (D) section 52 IN ACCORDANCE WITH SECTION 46 OF THE ACT of the Strata Schemes [Freehold Development] Act 1973 the by-laws are changed as follows—
- (E) Repealed by-law No \_\_\_\_\_  
Added by-law No Special By-Law 1 and Special By-Law 2  
Amended by-law No \_\_\_\_\_  
as fully set out below. 

Full details as set out in Special By-Law 1 & Special By-Law 2 attached.



- (F) The common seal of the Owners-Strata Plan No 74185 was affixed on 12 September 2005 in the presence of—

Signature(s):

Name(s): 

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

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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

## RESOLUTION

### Special By-Law 1

The Owner from time to time of the Lot Number hereunder set forth shall be entitled to exclusive use and enjoyment of the part of the common property set out adjacent thereto (herein called 'the parking space') in the position shown on the plan annexed hereto subject to the following terms and conditions:-

1. The parking space shall only be used for the purpose of parking a duly registered motor vehicle, motor cycle, trailer or boat personally belonging to the Owners from time to time or the lawful occupier of the Owner.
2. The Owner from time to time of such Lot shall keep the parking space clean of grease and oil and free of accumulation of rubbish
3. No mechanical or other repairs shall be carried out on the parking space.
4. Neither the Owner from time to time nor the lawful occupier of that Owner shall alter the appearance of the parking space in any way either by the free standing or storage of any items to any part of the parking space.
5. Neither the Owner from time to time nor the lawful occupier of that Lot shall do anything in the said area to prejudice the insurances of the Owners Corporation or interfere with the remainder of the common property adjacent to the said area and in parking of a duly registered motor vehicle, motor cycle, trailer or boat in the said area shall at all times do so at his own risk and shall hold harmless the Owners Corporation against any claim for loss howsoever such loss may be occasioned.
6. The Owner from time to time for himself and for any lawful occupier of that Lot acknowledges that the Owners Corporation, its servants, agents and workmen shall have access at any time as may be necessary to the said area and the common property adjacent to the said area for the purpose of inspection, maintenance or any other lawful purpose of the Owners Corporation.
7. Otherwise than subject to conditions referred to in Item 6 above, this By-Law may only be amended to or repealed by a special resolution of the Owners Corporation in respect of which one of the votes in favour of the said resolution is that of the Owner from time to time of the Lot affected by such amendment, additions or repeal.

Lot 1 over the area marked EX1 on the annexed plan;

Lot 2 over the area marked EX2 on the annexed plan.



- 2 -

**Special By-Law 2**

Exclusive use and enjoyment of the part of the common property comprised within areas adjoining Lots 3, 4, 5, 6 and 7

Lot 3 over the area marked EX3 on the annexed plans;

Lot 4 over the area marked EX4 on the annexed plans;

Lot 5 over the area marked EX5 on the annexed plans;

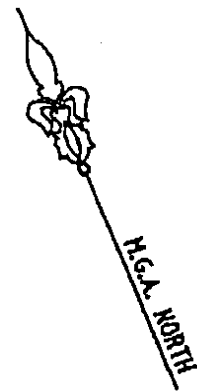
Lot 6 over the area marked EX6 on the annexed plans;

Lot 7 over the area marked EX7 on the annexed plans.

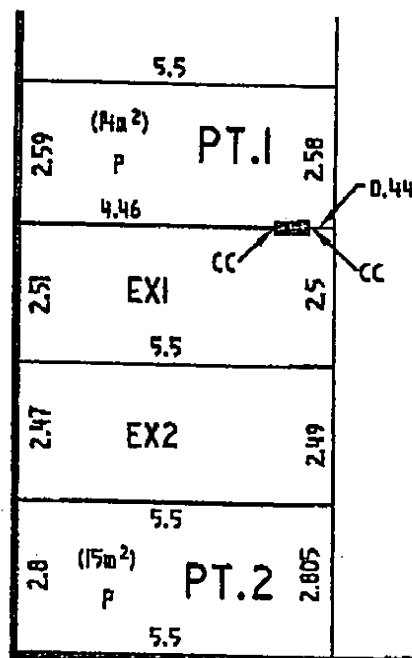
The right of exclusive use is granted on the following conditions:

- (a) The owners of Lots 3, 4, 5, 6, and 7 will be respectively responsible for maintenance of the common property over which they have been granted exclusive use.
- (b) Areas of exclusive used are to be maintained to the same standard as the common property.
- (c) The Owners Corporation lawn cutting contractor shall be used to cut the grass in order to have uniformity.





PLAN TO ACCOMPANY EXCLUSIVE USE BY-LAWS  
FOR LOTS 1 & 2 ON LEVEL 1



LEVEL 1

EX1 - DENOTES COMMON PROPERTY FOR EXCLUSIVE USE OF LOT 1

EX2 - DENOTES COMMON PROPERTY FOR EXCLUSIVE USE OF LOT 2

P - DENOTES PARKING





STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185

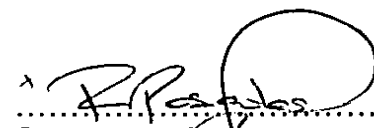
And : Land and Property Information  
SYDNEY


I/we Rafael Posadas ..... being the owner of  
Lot ...!... in strata plan No. 74185 HEREBY CONSENT to the making of the by-laws  
conferring:

~~(a) a special privilege upon the owner for the time being of lots.....  
exclusive use of courtyard area.~~

(b) a special privilege upon the owner for the time being of lots...EX!  
exclusive use of car space.

Such by-laws being made at an extraordinary general meeting of the owners of strata  
plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

  
.....  
Signature of owner

  
.....  
Signature of owner

Dated x 24th day of September 2005.



STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185


And : Land and Property Information  
SYDNEY

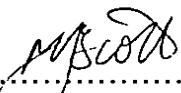
~~I/We~~ Marshall + Alison Scott ..... being the owner of  
Lot 2 in strata plan No. 74185 HEREBY CONSENT to the making of the by-laws  
conferring:

~~(a) a special privilege upon the owner for the time being of lots.....  
exclusive use of courtyard area.~~

(b) a special privilege upon the owner for the time being of lots..... EX2  
exclusive use of car space.

Such by-laws being made at an extraordinary general meeting of the owners of strata  
plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

x  .....  
Signature of owner

x  .....  
Signature of owner

Dated 17<sup>th</sup> day of September 2005.

STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185

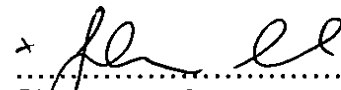
And : Land and Property Information  
SYDNEY

~~1~~ We Jonathan Saad + Lisa Vombaca being the owner of  
Lot 3 in strata plan No. 74185 HEREBY CONSENT to the making of the by-laws  
conferring:

(a) a special privilege upon the owner for the time being of lots EX3  
exclusive use of courtyard area.

~~(b) a special privilege upon the owner for the time being of lots.....  
exclusive use of car space.~~

Such by-laws being made at an extraordinary general meeting of the owners of strata  
plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

x   
.....  
Signature of owner

x   
.....  
Signature of owner

Dated<sup>+</sup> 20 day of September 2005.

STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BY-LAWS

To : Secretary  
The Owners - Strata Plan No 74185


And : Land and Property Information  
SYDNEY

I/We Austracim Quaciny House P/L being the owner of  
Lot 5 in strata plan No. 74185 HEREBY CONSENT to the making of the  
by-laws conferring:

(a) a special privilege upon the owner for the time being of lots EX5  
exclusive use of courtyard area.

~~(b) a special privilege upon the owner for the time being of lots.....  
exclusive use of car space.~~

Such by-laws being made at an extraordinary general meeting of the owners  
of strata plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

  
.....  
Signature of owner

  
.....  
Signature of owner Director

Dated 16<sup>th</sup> day of September 2005.

STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185

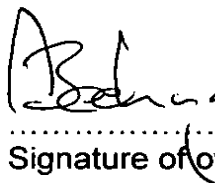
And : Land and Property Information  
SYDNEY

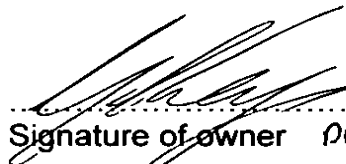
~~I/We~~ Australian Queens Home Plc being the owner of  
Lot 4 in strata plan No. 74185 HEREBY CONSENT to the making of the  
by-laws conferring:

(a) a special privilege upon the owner for the time being of lots Ex 4  
exclusive use of courtyard area.

~~(b) a special privilege upon the owner for the time being of lots .....  
exclusive use of car space:~~

Such by-laws being made at an extraordinary general meeting of the owners  
of strata plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

  
.....  
Signature of owner

  
.....  
Signature of owner Director

Dated 16<sup>th</sup> day of SEPTEMBER 2005.

STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185

And : Land and Property Information  
SYDNEY

I/We Brett SLV ..... being the owner of  
Lot 6 in strata plan No. 74185 HEREBY CONSENT to the making of the by-laws  
conferring:

(a) a special privilege upon the owner for the time being of lots EX6  
exclusive use of courtyard area.

~~(b) a special privilege upon the owner for the time being of lots.....  
exclusive use of car space.~~

Such by-laws being made at an extraordinary general meeting of the owners of strata  
plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

x Brett SLV .....  
Signature of owner

.....  
Signature of owner

Dated <sup>\*</sup> 28<sup>th</sup> day of SEPTEMBER 2005.

STRATA SCHEME MANAGEMENT ACT 1996

CONSENT TO SPECIAL PRIVILEGE BI-LAWS

To : Secretary  
The Owners - Strata Plan No 74185

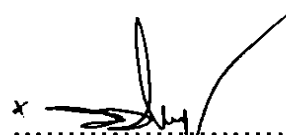
And : Land and Property Information  
SYDNEY

I/we Scott Loney ..... being the owner of  
Lot 7 in strata plan No. 74185 HEREBY CONSENT to the making of the by-laws  
conferring:

(a) a special privilege upon the owner for the time being of lots EX7  
exclusive use of courtyard area.

~~(b) a special privilege upon the owner for the time being of lots.....  
exclusive use of car space.~~

Such by-laws being made at an extraordinary general meeting of the owners of strata  
plan No. 74185 held on Saturday 6<sup>th</sup> August 2005.

x   
.....  
Signature of owner

.....  
Signature of owner

Dated 10<sup>th</sup> day of September 2005.

Integrated Property Management Pty Ltd t/a



PO Box 133, Pymble NSW 2073  
Phone: 9449 8855 Fax: 9449 3992  
Email: general@lambandwalters.com.au  
ABN 69 003 288 211

## THE OWNERS CORPORATION OF STRATA PLAN NO 74185

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### MINUTES OF THE FIRST ANNUAL GENERAL MEETING OF THE OWNERS OF STRATA PLAN NO 74185 HELD ON SATURDAY, 6TH AUGUST, 2005 AT 98-100 OCEAN STREET, NARRABEEN AT 9.30 AM.

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**PRESENT:**

Australian Quality Homes Pty Ltd (Company Nominee  
Mr C Beehag), Mr R T Posadas, Mr M J & Mrs A J Scott,  
Mr J N Saad and Mr S D Leney.

**IN ATTENDANCE:**

Mr T Hopkins of Lamb & Walters.

**CHAIRMAN OF  
THE MEETING:**

Mr T Hopkins occupied the chair for the purpose of the meeting.

**INSURANCES:**

Noted that the insurances were in accordance with the Strata Schemes Management Act, 1996.

The Managing Agent is to arrange Office Bearers Liability in the Amount of \$250,000.00.

**BUDGET:**

**Resolved** to set the Administrative Fund contribution levies under Section 76 (1) of the Strata Schemes Management Act, 1996, for the period 1/8/05 to 31/7/06, to raise funds of \$13,455.00 per annum, payable pursuant to the Act in four equal instalments of \$3,363.75 per quarter, for the last three quarters remaining in this financial year and the first quarter in the next financial year.

**Resolved** to set the Sinking Fund contribution levies under Section 76(1) of the Strata Schemes Management Act, 1996, for the period 1/8/05 to 31/7/06, to raise funds of \$5,000.00, payable pursuant to the Act, in four (4) equal instalments of \$1,250.00 per quarter, for the last three quarters remaining in this financial year.

Levies to be applied in quarters commencing 1/8/05, 1/11/05, 1/2/06 and 1/5/06.

**ELECTION OF  
EXECUTIVE  
COMMITTEE:**

Resolved that three (3) persons be elected to the Executive Committee. Mrs A J Scott, Mr J N Saad, and Mr R T Posadas, were duly elected until the next Annual General Meeting.

**Office Bearers**

Mrs A J Scott was elected as Chairman/Treasurer of the Owners Corporation.

**BY-LAWS:**

It was resolved that standard By-Laws 1-21 be adopted and in relation to By-Law 16 "Animals", it was resolved to accept (Option C).

**STRATA  
MANAGEMENT:**

It was resolved that Integrated Property Management Pty Limited, T/A Lamb & Walters, be appointed as the Strata Managers of Strata Plan No 74185, pursuant to Section 27 of the Strata Schemes Management Act, 1996.

The cost of this service will be \$2,500.00 per annum, plus disbursements.

The Chairman and a Member of the Executive Committee to sign the Agreement.

**ACCOUNTING  
RECORDS:**

All accounting records are being kept in accordance with the Act.

**AUDITOR:**

It was resolved not to appoint an external auditor for the year 2005/2006.

**LEVY DISCOUNT:**

It was resolved not to pay a 10% discount on levies paid in advance.

**GENERAL  
BUSINESS:**

**Ordinance 15A**

Managing Agent to obtain a quotation for consideration by the Executive Committee from a Fire Risk Company.

**Cleaner**

Managing Agent to request the cleaner to start cleaning inside the complex.

**Exclusive Use of Common Property**

During an inspection of the basement it was noticed that air condition condensers serving individual units were attached to common property. Consideration will be given to granting "Exclusive Use" of common property to all owners who have air conditioners in order that all repairs are met by the specific owner.

**CLOSURE:**

There being no further business the meeting closed at 10.50 am.



Integrated Property Management Pty Ltd t/a



PO Box 133, Pymble NSW 2073  
Phone: 9449 8855 Fax: 9449 3992  
Email: general@lambandwalters.com.au  
ABN 69 003 288 211

## THE OWNERS CORPORATION OF STRATA PLAN NO 74185

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### MINUTES OF THE EXTRAORDINARY GENERAL MEETING OF THE OWNERS OF STRATA PLAN NO 74185, HELD ON SATURDAY, 6<sup>TH</sup> AUGUST, 2005, IMMEDIATELY FOLLOWING THE FIRST ANNUAL GENERAL MEETING, AT 10.50 AM.

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**PRESENT:** Australian Quality Homes Pty Ltd (Company Nominee Mr C Beehag),  
Mr R T Posadas, Mr M J & Mrs A J Scott, Mr J N Saad and Mr S D Leney.

**IN ATTENDANCE:** Mr T Hopkins of Lamb & Walters.

**CHAIRMAN:** Mr T Hopkins.

**ITEM 1:** That by Special Resolution the following By-Laws be approved and  
registered on the Certificate of Title.

#### SPECIAL BY-LAW 1:

That the Owner from time to time of the Lot Number hereunder set forth  
shall be entitled to exclusive use and enjoyment of the part of the  
common property set out adjacent thereto (herein called 'the parking  
space') in the positing shown on the plan annexed hereto subject to the  
following terms and conditions:-

- a) The parking space shall only be used for the purpose of parking a  
duly registered motor vehicle, motorcycle, trailer or boat personally  
belonging to the Owners from time to time or the lawful occupier of  
the Lot.
- b) The owner from time to time of such Lot shall keep the parking space  
clean of all grease and oil and free of accumulation of rubbish.
- c) No mechanical or other repairs shall be carried out on the parking  
space.
- d) Neither the Owner from time to time nor the lawful occupier of that  
Lot shall alter the appearance of the parking space in any way either  
by the free standing or storage of any items in any part of the parking  
space.
- e) Neither the Owner from time to time nor the lawful occupier of that  
lot shall do anything in the said area to prejudice the insurances of  
the Owners Corporation or interfere with the remainder of the  
common property adjacent to the said area and in parking of a duly  
registered motor vehicle, motor cycle, trailer or boat in the said area

shall at all times do so at his own risk and shall hold harmless the Owners Corporation against any claim for loss howsoever such loss may be occasioned.

- f) The Owner from time to time for himself and for any lawful occupier of that Lot acknowledges that the Owners Corporation, its servants, agents and workmen shall have access at any time as may be necessary to the said area and the common property adjacent to the said area for the purpose of inspection, maintenance or any other lawful purpose of the Owners Corporation.
- g) Otherwise that subject to conditions referred to in item f) above, this By-Law may only be amended to or repealed by a special resolution of the Owners Corporation in respect of which one of the votes in favour of the said resolution is that of the Owner from time to time of the Lot affected by such amendment, additions or repeal.

Lot 1 over the area marked EX1 on the annexed plan;

Lot 2 over the area marked EX2 on the annexed plan;

**ITEM 2:**

Resolved that by Special Resolution the following By-Law be approved and registered on the Certificate of Title.

**SPECIAL BY-LAW 2:**

That exclusive use and enjoyment of the part of the common property comprised within area adjoining Lots 3, 4, 5, 6 and 7:

Lot 3 over the area marked EX3 on the annexed plans;

Lot 4 over the area marked EX4 on the annexed plans;

Lot 5 over the area marked EX5 on the annexed plans;

Lot 6 over the area marked EX6 on the annexed plans;

Lot 7 over the area marked EX7 on the annexed plans;

And that the right of exclusive use be granted on the following conditions:

- a) The owners of Lots 3, 4, 5, 6 and 7 will be respectively responsible for maintenance of the Common Property over which that have been granted exclusive use.
- b) Areas of exclusive use are to be maintained to the same standard as the Common Property.
- c) The Owners Corporation lawn cutting contractor shall be used to cut the grass in order to have uniformity.

Resolved that the Owners Corporation have a Sinking Fund Forecast carried out by Leary & Partners Pty Ltd at a cost of \$481.70 (GST Inclusive).

The detail that will be forwarded in the forecast will be used as a guide for the Executive Committee when considering future budgets.

**CLOSE:**

There was no further business the meeting closed at 11.00 am.

## Northern Beaches Council Planning Certificate – Part 2&5

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Reference:** 157375  
**Date:** 01/08/2024  
**Certificate No.** ePLC2024/05531

**Address of Property:** 2/98-100 Ocean Street NARRABEEN NSW 2101  
**Description of Property:** Lot 2 SP 74185

### Planning Certificate – Part 2

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

#### **1. Relevant planning instruments and Development Control Plans**

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

**(a) Local Environmental Plan**

Warringah Local Environmental Plan 2011

**(b) State Environmental Planning Policies and Regional Environmental Plans**

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021  
Chapters 1,2

State Environmental Planning Policy (Resources and Energy) 2021  
Chapters 1, 2

State Environmental Planning Policy (Resilience and Hazards) 2021  
Chapters 1, 3, 4

State Environmental Planning Policy (Industry and Employment) 2021  
Chapters 1, 3

State Environmental Planning Policy (Transport and Infrastructure) 2021  
Chapters 1, 2, 3

State Environmental Planning Policy (Biodiversity and Conservation) 2021  
Chapters 1, 2, 3, 4, 6

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

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

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

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

### **(c) Development Control Plans**

Warringah Development Control Plan 2011

## **(2) Draft Environmental Planning Instruments**

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

### **(a) Draft Local Environmental Plans**

**Planning Proposal** - PEX2023/0002 for land at Warringah Recreation Centre

**Applies to land:** Lot 2742/9999 Condamine Street, MANLY VALE 2093, Lot 2742 DP 752038

**Outline:** Proposed amendment to WLEP 2011 to:

- Include 'registered club' as an additional permitted use on part of the land (known as Warringah Recreation Centre)

**Council resolution:** 24 October 2023

**Gateway Determination:** 21 February 2024

**Alteration of Gateway Determination:** 21 March 2024

### **(b) Draft State Environmental Planning Policies**

Draft State Environmental Planning Policy (Environment)

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

### **(c) Draft Development Control Plans**

## **2. Zoning and land use under relevant planning instruments**

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

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

#### **(a), (b)**

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is

prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

## **EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**

### **Zone R3 Medium Density Residential**

#### **1 Objectives of zone**

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

#### **2 Permitted without consent**

Home-based child care; Home occupations

#### **3 Permitted with consent**

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

#### **4 Prohibited**

Any other development not specified in item 2 or 3

#### **(c) Additional permitted uses**

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

Nil

#### **(d) Minimum land dimensions**

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

#### **(e) Outstanding biodiversity value**

The land is not in an area of outstanding biodiversity value under the [\*Biodiversity Conservation Act 2016\*](#)

## **(f) Conservation areas**

The land is not in a heritage conservation area.

## **(g) Item of environmental heritage**

The land does not contain an item of environmental heritage.

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

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

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

## **3. Contribution plans**

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

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

**DRAFT Northern Beaches Section 7.12 Contributions Plan 2024 - on exhibition from 5 July 2024 to 18 August 2024.**

This Plan will repeal the current Northern Beaches Section 7.12 Contributions Plan 2022 when adopted. The Plan was updated to incorporate legislative, administrative and Council changes made recently. It also includes updates to the works schedule.

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

### **Housing and Productivity Contribution**

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

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

Nil

## **4. Complying Development**

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

### **Part 3 Housing Code**

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

### **Part 3A Rural Housing Code**

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

## **Part 3B Low Rise Housing Diversity Code**

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

**Note:** *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

## **Part 3C Greenfield Housing Code**

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

## **Part 3D Inland Code**

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

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

## **Part 4 Housing Alterations Code**

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

## **Part 4A General Development Code**

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

## **Part 5 Industrial and Business Alterations Code**

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

## **Part 5A Industrial and Business Buildings Code**

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

## **Part 5B Container Recycling Facilities Code**

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

## **Part 6 Subdivisions Code**

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

## **Part 7 Demolition Code**

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

## **Part 8 Fire Safety Code**

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



## **Part 9 Agritourism and Farm Stay Accommodation Code**

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

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

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

## **5. Exempt Development**

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

## **Part 2 Exempt Development Codes**

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

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

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

## **6. Affected building notices and building product rectification orders**

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

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

## **7. Land reserved for acquisition**

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

## **8. Road widening and road realignment**

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993*.

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

## **9. Flood related development controls**

(1) The land is not within the flood planning area and subject to flood related development controls.

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

In this section—

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

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

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

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

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

### **Acid Sulfate Soils-Class 4**

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

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

Nil

## **11. Bush fire prone land**

The land is not bush fire prone land.

## **12. Loose-fill asbestos insulation**

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

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

Contact NSW Fair Trading for more information.

### **13. Mine Subsidence**

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

### **14. Paper subdivision information**

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

### **15. Property vegetation plans**

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

### **16. Biodiversity Stewardship Sites**

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

### **17. Biodiversity certified land**

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

### **18. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

### **19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

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

Note—

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

## **20. Western Sydney Aerotropolis**

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

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

## **21. Development consent conditions for seniors housing**

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

## **22. Site compatibility certificate and conditions for affordable rental housing**

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

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

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

## **23. Water or sewerage services**

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

## **Additional matters under the Contaminated Land Management Act 1997**

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

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

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

## **Planning Certificate – Part 5**

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

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

### **Company Title Subdivision**

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

### **District Planning**

Under the Greater Sydney Regional Plan – A Metropolis of Three Cities 2018, the Greater Sydney Commission sets a planning framework for a metropolis of three cities across Greater Sydney which reach across five Districts. Northern Beaches is located within the 'Eastern Harbour City' area and is in the North District which forms a large part of the Eastern Harbour City. The North District Plan sets out planning priorities and actions for the growth of the North District, including Northern Beaches. Northern Beaches Council's Local Strategic Planning Statement gives effect to the District Plan based on local characteristics and opportunities and Council's own priorities in the community. The Local Strategic Planning Statement came into effect on 26 March 2020.

### **Council Resolution To Amend Environmental Planning Instrument**

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

**Planning Proposal – new consolidated LEP**

**Applies to land:** All land within the Northern Beaches LGA.

**Outline:** The new LEP will:

- Replace and harmonise planning controls in the four existing LEPs (Pittwater LEP 2014, Manly LEP 2013, Warringah LEP 2011 and Warringah LEP 2000).
- Introduce new controls to better respond to the community's aspirations and strategic priorities for the Northern Beaches.

**Council resolution:** 17 June 2024

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

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

**Outline:** Amends WLEP 2000 and WLEP 2011 to:

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

**Council resolution:** 24 February 2015

## **Additional Information Applying To The Land**

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

**Geotechnical Planning Controls**

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

## **General Information**

**Threatened Species**

Many threatened species identified under the *Biodiversity Conservation Act 2016* (NSW) and Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth) are found within the former Local Government Area of Warringah (now part of Northern Beaches). Council's Natural

Environment unit can be contacted to determine whether any site specific information is available for this property. Records of threatened flora and fauna are also available from the NSW Office of Environment and Heritage's Atlas of NSW Wildlife database: <http://www.bionet.nsw.gov.au>

Potential threatened species could include:

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

(b) one or more of the following threatened ecological communities as described in the final determination of the scientific committee to list the ecological communities under Schedule 2 of the *Biodiversity Conservation Act 2016*:

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

### **Bush fire**

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

### **Aboriginal Heritage**

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

### **Coastal Erosion**

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

### **Coastal Hazards**

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

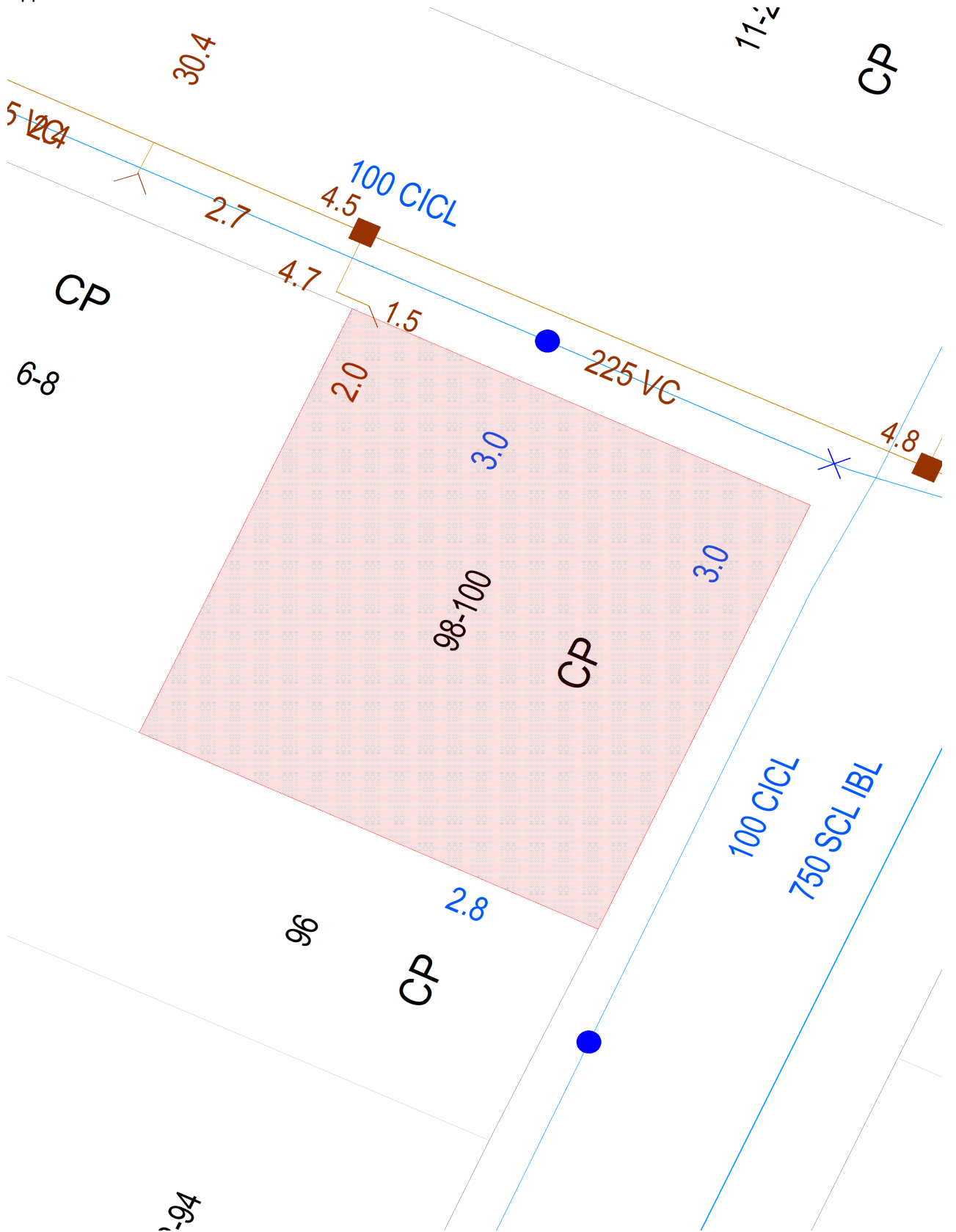
A handwritten signature in black ink, appearing to be 'SP' with a flourish.

**Scott Phillips**  
**Chief Executive Officer**  
**01/08/2024**



# Service Location Print

Application Number: 8003602119



Document generated at 01-08-2024 10:40:36 AM

## Disclaimer

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

# Asset Information

## Legend

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

### Disclaimer

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## Pipe Types

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

# Sewer Service Diagram

Application Number: 8003602120

| SEWERAGE SERVICE DIAGRAM  |   |  |   |
|---|---|--|---|
| MUNICIPALITY OF <b>WARRINGAH</b>  |   | SUBURB OF <b>NARRABEEN</b>   |   |
|   |   | Copy of Diagram no. <b>104843</b>  |   |
| SYMBOLS AND ABBREVIATIONS   |   |  |   |
| <p><b>INDICATES - DRAINAGE FITTINGS</b></p> <p> <input type="checkbox"/> Manhole<br/> <input type="checkbox"/> Chr Chamber<br/> <input type="checkbox"/> LH Lamphole<br/> <input type="checkbox"/> Boundary Trap<br/> <input type="checkbox"/> Inspection Shaft<br/> <input type="checkbox"/> Pit<br/> <input type="checkbox"/> Grease Interceptor<br/> <input type="checkbox"/> Gully                 </p>   | <p> <input checked="" type="checkbox"/> P P. Trap<br/> <input type="checkbox"/> R Reflux Valve<br/> <input type="checkbox"/> Cleaning Eye<br/> <input type="checkbox"/> Vert Vertical Pipe<br/> <input type="checkbox"/> IP Induct Pipe<br/> <input type="checkbox"/> MF Mica Flap<br/> <input type="checkbox"/> Jn Junction<br/> <input checked="" type="checkbox"/> RP Rodding Point                 </p> |  | <p><b>INDICATES - PLUMBING FIXTURES &amp; OR FITTINGS</b></p> <p>                     CO Clean out<br/>                     V Vent Pipe<br/>                     T Tubs<br/>                     K Kitchen Sink<br/>                     W Water Closet<br/>                     B Bath Waste<br/>                     H Handbasin<br/>                     SVP Soil Vent Pipe                 </p> <p>                     Bid Bidet<br/>                     S Shower<br/>                     DW Dishwasher<br/>                     F Floor Waste<br/>                     M Washing Machine<br/>                     BS Bar Sink<br/>                     LS Lab Sink<br/>                     WS Waste Stack                 </p> |
| <p><b>SEWER AVAILABLE</b></p> <p>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.</p> <p><b>NOTE:</b> This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).</p> |   |  |   |
|   |   |  |   |
| <p>Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres</p>   |   |  |   |
| <p>W.s _____</p> <p>U.s _____</p> <p>Sewer Ref. Sheet No. _____</p>   | <p>DRAINAGE Inspected by _____</p> <p>Inspector _____</p> <p>Cert. Of Compliance No. _____</p> <p>Field Diagram Examined by _____</p> <p>Tracing Checked by _____</p>   | <p>Date of Issue _____</p> <p>Outfall _____</p> <p>Drainer _____</p> <p>Plumber _____</p> <p>Boundary Trap <b>NOT REQUIRED</b></p> | <p>PLUMBING Inspected _____</p> <p>Inspector _____</p> <p>Cert. Of Compliance No. _____</p> <p>For Regional Manager _____</p>   |
| <p>Connection Date: _____</p>   |   |  |   |

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## 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**.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations and recorded as the owner of the property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (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?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

### Survey and building

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



- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) 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?
- 17. In relation to any swimming pool on the property or the parcel:
  - (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* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* 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* 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.
- 18.
  - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations, notices and claims**

- 19. In respect of the property and the common property:
  - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use 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 resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass of them?

#### **Owners corporation management**

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Part 12 or Part 13 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

#### **Capacity**

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

**Requisitions and transfer**

25. If 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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        | 4171735     |
| Agent ID          | 81429403    |
| Issue Date        | 13 Aug 2024 |
| Correspondence ID | 1791465477  |
| Your reference    | 157375      |

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

| Land ID  | Land address                              | Taxable land value | Property Tax Status |
|----------|---|--------------------|---------------------|
| S74185/2 | Unit 2, 98-100 OCEAN ST NARRABEEN<br>2101 | \$594 067          | Not Opted In        |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

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

Yours sincerely,

Scott Johnston  
Chief Commissioner of State Revenue



## 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/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://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.

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## **Schedule 1    Model by-laws**

(Clause 23)

### **Residential Schemes**

#### **1    Noise**

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

#### **2    Vehicles**

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

#### **3    Obstruction of common property**

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

#### **4    Damage to lawns and plants on common property**

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

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

#### **5    Damage to common property**

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

- (2) An approval given by the owners corporation under subclause (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 OR the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, 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 subclause (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 subclause (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 ether material on common property**

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

#### **10 Drying of laundry items**

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

#### **11 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass 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 Moving furniture and other objects on or through common property**

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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),
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

## 16 Keeping of animals

**Note.** Select option A, B or C. If no option is selected, option A will apply.

### Option A

- (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 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.

### Option B

- (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 a cat, a small dog or a small caged bird, or 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.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### Option C

Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

**17 Appearance of lot**

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

**18 Change in use of lot to be notified**

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

**19 Provision of amenities or services**

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