

Contract for the Sale and Purchase of Land 2019 Edition

TERM	MEANING OF TERM	eCOS ID:	NSW DAN:
Vendor's Agent	Upstate Chris Aldren Suite 15, Level 1, 888 Pittwater Road DEE WHY NSW 2099	PO Box 1785 DEE WHY NSW 2099	Phone (02) 9971 9000 Fax (02) 9982 6446 Mobile 0403 567 142 Email chris.a@upstate.com.au
Co-Agent Vendor	Christopher Paul Bailey and Vicki Maree Bailey 224A Willandra Road CROMER NSW 2099		
Vendor's Conveyancer	Aldren Conveyancing Services – Sara Aldren PO Box 468 DEE WHY NSW 2099	11 High Street DEE WHY NSW 2099	Phone (02) 9984 8840 Fax (02) 9984 8850 Email sara@aldrenconveyancing.com.au
Date for Completion	28 th day after the Contract Date (Clause 15)		
Land Address	3/66-70 Lynwood Avenue, Dee Why NSW 2099		
Plan Details	Lot 3 in Strata Plan 73586		
Title Reference	3/SP73586		
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
Attached Copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered <input type="checkbox"/> other documents		

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

Inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> curtains <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> clothes line <input type="checkbox"/> pool equipment <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> garden shed <input checked="" type="checkbox"/> other: air condition
Exclusions	
Purchaser's Representative	Phone _____ Fax _____ Email _____
Price	\$ _____
Deposit	\$ _____
Balance	\$ _____
Contract Date	

(10% of the price, unless otherwise stated)

Buyer's Agent

Vendor

Witness

GST AMOUNT (Optional)

The price includes
GST of: \$ _____

Purchaser

JOINT TENANTS tenants in common in unequal shares

Witness

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

Nominated Electronic Lodgement Network (ELO) (clause 30)

Electronic transaction (clause 30) no YES

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

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes 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* NO yes (if yes, vendor must provide further details)

(residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's Name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Strata Revolution

PO Box 3047

ALLAMBIE HEIGHTS NSW 2100

Phone: (02) 8459 7361

Fax:

Email:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special Conditions

These are the Special Conditions to the Contract for the Sale and Purchase of Land for 3/66-70 Lynwood Avenue, Dee Why NSW 2099.

32. Definitions and Interpretation

32.1. Definitions

In this Contract:

- (a) *"Take Prohibited Action"* means make a requisition, an objection, a claim or delay completion or rescind or terminate or attempt to do any of these things;
- (b) *"Tax Act"* means the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997 and the Taxation Administration Act 1953, as applicable; and
- (c) Headings are for ease of reference only and do not affect interpretation.

32.2. Interpretation

Unless the context indicates a contrary intention:

- (a) "Person" or "party" includes an individual, the estate of an individual, a corporation, an authority, an association or an incorporated or unincorporated joint venture, a partnership and a trust;
- (b) A reference to a statute includes its regulations and a reference to a provision of a statute or regulations includes their consolidations, amendments, re-enactments and replacements;
- (c) A word importing the singular includes the plural and vice versa and a word indicating a gender includes every other gender;
- (d) A reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, scheduled, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (e) These Special Conditions shall apply if there is any inconsistency between these conditions and the printed Standard Conditions (Pages 2 to 20 inclusive) or any annexure thereto;
- (f) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (g) "Includes" in any form is not a word of limitation; and
- (h) A reference to "\$" or "dollar" is to Australian currency.

33. Variations to the Standard Conditions (pages 4 to 19)

33.1. Variations

The following Standard Conditions (prepared by The Law Society of New South Wales and The Real Estate Institute of New South Wales) in the printed form (pages 4 to 19) of the Contract shall be amended as follows:

- (a) Standard Condition 1 – Add the words "or a general question about the property or title" after the word "claim" in the definition "requisition";
- (b) Standard Condition 1 – Add the words "from any competent authority or adjoining owner" after the word "road" in the definition "work order";
- (c) Standard Condition 2.9 – Delete the words "if each party tells the deposit holder that the deposit is to be invested" and replace with "each party is to provide the deposit holder with their tax file number at the time the deposit is being invested";
- (d) Standard Condition 7.1.1 – Deletion of "5%" and insertion of "1%" in its place;
- (e) Standard Condition 7.2.1 – Deletion of "10%" and insertion of "1%" in its place;
- (f) Standard Condition 8.1 – Deletion of the words "on reasonable grounds";
- (g) Standard Condition 9.1 – Replace with "keep or recover the deposit (including, despite any other provision in this Contract, all interest earned on it)";
- (h) Standard Condition 10.1 – Replace the first line with "The purchaser cannot *Take Prohibited Action* in respect of";
- (i) Standard Condition 10.1.10 to be added as follows: "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.";
- (j) Standard Condition 10.1.8 – Replace the word "substance" with "existence";
- (k) Standard Condition 10.1.9 – Replace the word "substance" with "existence";
- (l) Standard Condition 14.4.2 – Replaced in its entirety with the following:
The amount to be adjusted shall be determined by multiplying the taxable value of the property (for land tax purposes for the land tax year current at the date of completion) by 1.6% or such other rate as applies at the date of completion (provided the amount to be adjusted does not exceed the amount of land tax that is actually paid or payable for the year);
- (m) Standard Condition 14.8 – Add the words "by any competent authority" after the word "started";
- (n) Standard Condition 15 – Add the words "5:00pm on" after the word "by";
- (o) Standard Condition 16.7 – Deletion of the words "cash (up to \$2,000.00) or";
- (p) Standard Condition 23.14 - Deletion in its entirety; and
- (q) Standard Condition 24.3 - Deletion in its entirety.

34. Alterations and Additions to the Contract

34.1 Authorisation for Alterations and Additions to the Contract

Each party hereto authorises its Conveyancer/Solicitor (or any employee of that Conveyancer/Solicitor) to make alterations to this Contract, including the addition of annexures after execution by that party and before the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure added shall form part of this Contract as if the same had been annexed at the time of execution.

34.2. Electronic and Digital Signing

The parties acknowledge and agree that:

- (a) The Contract may be electronically or digitally signed;
- (b) The delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (c) For the avoidance of doubt, witnessing of a party's signature is preferred by not required;
- (d) They will be bound by the Contract which has been electronically/digital signed; and
- (e) The original signed Contract is to be made available to the Other Side within 14 days from the date of the Contract where an electronic or digital signature is represented.

35. Entire Agreement and Warranties

35.1. Entire Agreement

To the extent permitted by law, in relation to its subject matter, this Contract represents the entire agreement between the parties and supersedes any prior discussion or written or other agreement of the parties.

35.2. No Warranty by Vendor

Without limiting Special Condition 35.1, the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract is accurate or complete and any warranties by or on behalf of the Vendor, express or implied are hereby negated.

35.3. Warranty by Purchaser

The Purchaser represents and warrants that in entering this Contract they:

- (a) Have not relied on any brochure, advertisement or other document referred to in Special Condition 35.2
- (b) Have not been induced to enter into this Contract by any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of the Vendor in respect of the property or anything relation to, or which could have an effect upon the property;
- (c) Have relied entirely on their own enquiries, searches and inspections of the property;
- (d) Are satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the property; and
- (e) Are satisfied as to the need for and the existence or validity of any development or other approval for the property;
- (f) Accept the property in its present condition with its existing defect latent and patent; and
- (g) Are not permitted to *Take Prohibited Action* regarding any of the foregoing.

36. No Representation

36.1. Purchaser's Acknowledgement

The Purchaser acknowledges that no warranty or representation has been made to them or anyone on the Purchaser's behalf as to the suitability of any improvements for any use or purpose of the suitability of the property for any development

37. Attachment of Documents

37.1. Attachment as Agent

The Purchaser acknowledges that if before this Contract was signed by or on behalf of the Purchaser, documents or copies of documents were attached to this Contract at the request of the Vendor or the Vendor's Conveyancer by or on behalf of the Purchaser or the Purchaser's Conveyancing/Solicitor, the person attaching those documents or copies of documents did so as the Agent of the Vendor.

37.2. No Warranty

Without excluding, modifying or restricting the rights of the Purchaser under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010, the Vendor does not warrant that the documents or copies of documents attached to this Contract are complete or accurate.

37.3. Intentionally Deleted

38. Service of Documents

38.1. Service of Documents

Notwithstanding the provisions contained in Standard Condition 20.6.5 hereof a document under or relating to this Contract shall be sufficiently served for the purpose of this Contract if the document is sent by facsimile transmission or email transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed, except where:

- (a) The time of dispatch is not before 5:00pm (Australian Eastern Standard Time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next day in that place; and
- (b) The Sender's machine indicates a malfunction in transmission or the Recipient immediately notifies the Sender of an incomplete transmission in which case the facsimile transmission or email transmission shall be deemed not to have been given or made.

39. Conditions of Sale by Auction

39.1. Sold by Auction

If the property is or is intended to be sold by auction Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property, Stock and Business Agents Regulation 2003 and Section 68 of the Property, Stock and Business Agents Act 2002.

39.2. Conditions

The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

- (a) The Principal's reserve price must be given in writing to the Auctioneer before the auction commences;
- (b) A bid for the Seller cannot be made unless the Auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Seller;
- (c) The highest Bidder is the Purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the Auctioneer is the sole Arbitrator and the Auctioneer's decision is final;
- (e) The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Seller;
- (f) A Bidder is taken to be a Principal unless, before bidding, the Bidder has given to the Auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer; and
- (h) As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

39.3. Bids

The following conditions, in addition to those prescribed by Special Condition 39.1. are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All Bidders must be registered in the Bidders Record and display an identifying number when making a bid;
- (b) One bid only may be made by or on behalf of the Seller. This includes a bid made by the Auctioneer on behalf of the Seller; and
- (c) When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the Auctioneer must clearly state that the bid was made by or on behalf of the Seller or Auctioneer.

40. Property Sold in its Present Condition

40.1. Condition and State of Repair

Without excluding, modifying or restricting the Purchaser's rights under Section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2010:

- (a) The property is sold in its condition and state of repair (including structural repair) at the date of the Contract and the Purchaser accepts it with all faults and latent and patent defects, and all infestations and dilapidations; and
- (b) The Purchaser cannot *Take Prohibited Action* because:
 - (i) Of the condition or state of repair of the property or the common property;
 - (ii) Any water or sewerage main or any underground or surface stormwater pipe or drain passes through or, over or under the property or the common property;
 - (iii) Any sewer, manhole or vent is on the property or the common property;
 - (iv) The downpipes on the property are connected with the sewer or the common property; or
 - (v) The property may or may not comply with the Swimming Pools Act or any other applicable legislation in respect of any swimming pool and or spa forming part of the property.

40.2. Purchaser's Consent

The Purchaser acknowledges and warrants that it has satisfied itself as to the terms of all building and development consents, if any, relating to the property and the use to which the property may be put with or without those consents.

40.3. Intentionally Deleted

41. Vendor's Agent

41.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that they were not introduced to the Vendor or property by any Real Estate Agent (or any employee of any Real Estate Agent or any person having any connection with a Real Estate Agent who may be entitled to claim commission) other than the Vendor's Agent named on the Front Page of the Contract, nor was any other Agent the effective cause of the sale herein provided for.

41.2. Purchaser's Indemnity

In the event that the Purchaser is in breach of such warranty, the Purchaser agrees to indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any Real Estate Agent or other person arising out of or in connection with the Purchaser's breach of this warranty and it is hereby agreed and declared that this Special Condition shall not merge in the transfer upon completion or be extinguished by completion of this Contract and shall continue in full force, and effect, notwithstanding completion.

41.3. Disclosure of Marital Relationship

Pursuant to Section 47 of the Property Stock and Business Agents Act and Schedule 3 of the Conveyancers Licensing Regulation 2006, the parties to the transaction are fully aware of and acknowledge the marital relationship between the Vendor's Agent and the Vendor's Conveyancer named on the Front Page of the Contract and the Purchaser is not permitted to *Take Prohibited Action* in respect thereto.

42. Foreign Person or Corporation

42.1. Purchaser's Warranty

The Purchaser warrants to the Vendor that if it is a "Foreign Person" or "Foreign Corporation" as defined in the Foreign Acquisition and Takeover Act 1975 that they have obtained consent from the Foreign Investment Review Board in accordance with the provisions of the Foreign Acquisition and Takeover Act 1975 to its Purchaser of the property. Upon demand, the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority.

42.2. Purchaser's Indemnity

The Purchaser hereby indemnifies the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

43. Death, Bankruptcy or Incapacity

43.1. Death, Bankruptcy or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party (or, if more than one, any of them) prior to completion die, become mentally ill (as defined in the Mental Health Act), become insolvent or appoint or suffer the appointment of a Trustee in Bankruptcy, Receiver, Receiver/Manager, voluntary Administrator or Liquidator, then the Vendor may rescind this Contract by notice in writing forwarded to the other party and there upon this Contract shall be at an end and the provisions of Standard Condition 19 hereof shall apply.

44. Deposit

44.1. Investment of the Deposit

The deposit payable on exchange of Contracts shall be paid to the Vendor's Agent (the "Stakeholder") who shall invest such monies (at their own discretion) in a Bank or Permanent Building Society Account in the names of the Stakeholder on trust for the Vendor and Purchaser with interest accruing on the investment.

44.2. Interest

Despite Standard Condition 2.9, all interest payable on the deposit will be payable as follows:

- (a) If the deposit paid is 10% or greater, interest earned will be paid in accordance with Standard Condition 2.9;
- (b) If the deposit paid as agreed by the Vendor is less than 10%, the Purchaser agrees that all interest earned on the investment of the deposit will be payable to the Vendor. Accordingly, Standard Condition 2.9 is to be amended by deleting the words "parties equally" on the second last line and replacing with "Vendor";
- (c) If this Contract is duly terminated or rescinded, then the defaulting party shall forfeit its share of interest accrued; or
- (d) If this Contract is rescinded and Standard Condition 19 applies, then, notwithstanding which party has rescinded, all interest earned will be payable as to one-half to the Purchaser and one-half to the Vendor.

44.3. Cooling Off Provisions

If this Contract is subject to a Cooling Off period, then notwithstanding Standard Condition 2 hereof, the parties agree that the deposit is to be paid in the following manner:

- (a) As to 0.25% of the price on the making of the Contract; and

- (b) As to the balance before the expiration of the Cooling Off Period unless a notice is served in accordance to Section 66U of the Conveyancing Act 1919.

In this respect, time shall be deemed to be of the essence of this Contract.

44.4. Deposit Being Available on Completion

If the Vendor requires the deposit to be available on completion for the purchase of another property or to discharge the Vendor's liabilities under any Mortgage associated with the property, the Purchaser agrees to authorise the *Stakeholder* to have the deposit made available on settlement provided that the deposit is returned to the *Stakeholder's* Trust Account in the event that settlement is not effected as scheduled.

44.5. Payment of the Deposit by way of instalments

Upon written confirmation from the Vendor's Representative, the Vendor agrees to accept payment of the 10% deposit of the price by instalments as follows:

- (a) As to 5% of the price on the date hereof; and
- (b) As to the balance on the earlier of the two (2) dates being the date of completion or the date which the Vendor issues a notice of termination of Contract as a result of any breach of the terms and/or conditions of the Contract of Sale by the Purchaser. If the Purchaser fails to pay the sum referred to in this condition, the Vendor may, on demand, recover the balance of the deposit from the Purchaser as a debt.

This clause shall not merge upon completion.

44.6. Intentionally Deleted

45. Requisitions on Title

- 45.1 Notwithstanding the provisions of Standard Condition 5, it would be preferred that the general form of Requisitions on Title in the form of Strata Title (Residential) Property Requisitions on Title (2013 edition by TressCox Lawyers) are used.

46. Settlement

46.1. Liquidated Damages

Without prejudice to the rights, powers and remedies otherwise available to the Vendor and despite any other provision of this Contract, if for any reason not attributable solely to the Vendor, completion does not take place at the scheduled time on the completion date or does not take place at the re-arranged time on that same day, then, the Purchaser must pay to the Vendor as liquidated damages and in addition to all other money payable under this Contract an amount calculated at the rate of 10% (per annum) on the balance of the purchase price calculated daily from and including the completion date (but excluding the actual day of settlement) which is to be paid on completion. The interest payable pursuant to this Special Condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and the Vendor is not obliged to complete until such time that the interest has been paid.

46.2. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, the Vendor and Purchaser agree:

- (a) That in the event of either party failing to complete this Contract within the time specified herein, then the other party shall be entitled after the hour of 4:00pm to serve a notice to complete for this Contract making such time for settlement time of the essence of this Contract;
- (b) A period of not less than fourteen (14) days following the date of issue of any such Notice to Complete shall be deemed to be a reasonable time for completion pursuant to any such notice and neither party may make any objection, requisition or claim in respect to the sale period; and
- (c) The Purchaser will pay to the Vendor on settlement an additional amount of \$200.00 plus GST as reimbursement of additional legal costs incurred by the Vendor for the preparation and issuing the notice to complete. Payment of this amount is an essential term of this Contract.

46.3. Error in Adjustments

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the Vendor and the Purchaser agree that, upon being so requested by the other party, make the correct calculation and pay such amount require to the party to whom it is payable. This clause shall not merge on completion.

46.4. Completion Date

It is agreed between the parties that completion shall not take place between 9:00am, 23 December and 5:00pm 11 January (the "holiday period") in any given year. Any notices served during this period is taken as being served on the following business day outside the *holiday period*.

46.5 Intentionally Deleted

47.1. Works to Lot 3

The Vendor discloses and the Purchaser acknowledges that a Special Resolution was passed in respect to works to Lot 3 at the Extraordinary General Meeting for Strata Plan 73586 held on 13 March 2020 and attached and marked "Annexure A" is the Special By-Law prepared by Strata Revolution which is yet to be registered with NSW Land Registry Services.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/SP73586

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/2/2020	9:58 AM	3	25/1/2017

LAND

LOT 3 IN STRATA PLAN 73586
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

CHRISTOPHER PAUL BAILEY
VICKI MAREE BAILEY
AS JOINT TENANTS (T AM99431)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73586

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

Copyright © Office of the Registrar-General 2020

Received: 19/02/2020 09:58:56



FOLIO: CP/SP73586

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/2/2020	9:59 AM	6	4/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73586
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP73586

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 73586
ADDRESS FOR SERVICE OF DOCUMENTS:
66-70 LYNWOOD AVENUE
DEE WHY 2099

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP812613 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP812613 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP812613 RIGHT OF CARRIAGEWAY AND EASEMENT FOR SERVICES 5.5 WIDE AND VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP812613 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP812613 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 SP73586 RESTRICTION(S) ON THE USE OF LAND
- 8 SP73586 POSITIVE COVENANT
- 9 AP161720 CONSOLIDATION OF REGISTERED BY-LAWS
- 10 AP161720 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000)

STRATA PLAN 73586

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 103	2	- 108	3	- 85	4	- 85
5	- 100	6	- 98	7	- 107	8	- 107

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP73586

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000) (CONTINUED)

STRATA PLAN 73586

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 108	10	- 103	11	- 101	12	- 107
13	- 83	14	- 83	15	- 100	16	- 100
17	- 107	18	- 107	19	- 107	20	- 101

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20875

PRINTED ON 19/2/2020

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

Strata Certificate
S G JOHNSON

Name of Council/ Accredited Certifier: S G JOHNSON
being satisfied that the requirements of the
Strata Schemes (Freehold Development) Act 1973
Strata Schemes (Leasehold Development) Act 1986
have been complied with, approval of the proposed
strata plan/ scheme of subdivision
illustrated in the annexure to this certificate.

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

The Council does not object to the encroachment of the building beyond the alignment of
The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment
This approval is given on the condition that the use of lot(s)
(being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concept, 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: 4 SEPTEMBER, 2004
Subdivision No: 10667

Accreditation No: 418677
Relevant Development Consent No: EXEMPT
Issued by: [Signature]

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

Surveyors Certificate
PAUL BARRY BYRNE

I, 63 WATERLOO STREET NARRABEEN 2101
a surveyor registered under the Surveyors Act 1929, hereby certify that:

(1) each applicable requirement of
Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986
has been met;

(2) (a) the building encroaches on a public place;
(b) the building encroaches on land (other than a public place) in respect of which encroachment an appropriate easement:
has been created by registered T
is to be created under section 88B of the Conveyancing Act 1999

(3) the survey information recorded in the accompanying location plan is accurate.
Signature: [Signature]
Date: 15/7/2004

Delete if inapplicable
State whether dealing or plan and quote registered 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: Option A/B/C
Schedule of By-laws in sheets filed with plan.
No. By-laws apply
Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT
1	103
2	108
3	85
4	85
5	100
6	98
7	107
8	107
9	108
10	103
11	101
12	107
13	83
14	83
15	100
16	100
17	107
18	107
19	107
20	101
AGGREGATE	2000

PLAN OF SUBDIVISION OF LOT 1 IN

D. P. 1071672

L.G.A.: WARRINGAH Suburb/Locality: DEE WHY

Parish: MANLY COVE County: CUMBERLAND

Name of, and address for service of notices on, the owners corporation.
THE OWNERS
STRATA PLAN NO. 73586
No. 66-70 LYNWOOD AVENUE
DEE WHY 2099
(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 1999, IT IS INTENDED TO CREATE:-
1. RESTRICTIONS ON USE OF LAND
2. POSITIVE COVENANT
THE COMMON SEAT OF
PAUL RAMSAY HOLDINGS PT LTD
WAS HERETO AFFIXED BY
AUTHORITY OF THE DIRECTOR,
PREVIOUSLY GIVEN AND IN
THE PRESENCE OF:
[Signature] Director
[Signature] Secretary



EYECUTED BY TRUSSET PTY LIMITED
ACN 057 319 623 by

[Signature]
SALE DIRECTOR AND SECRETARY
BARRY JOSEPH FOSTER

SP73586

Registered 22.9.2004

Purpose: STRATA PLAN

Ref Map: U1860-62

Last Plan: DP1071672

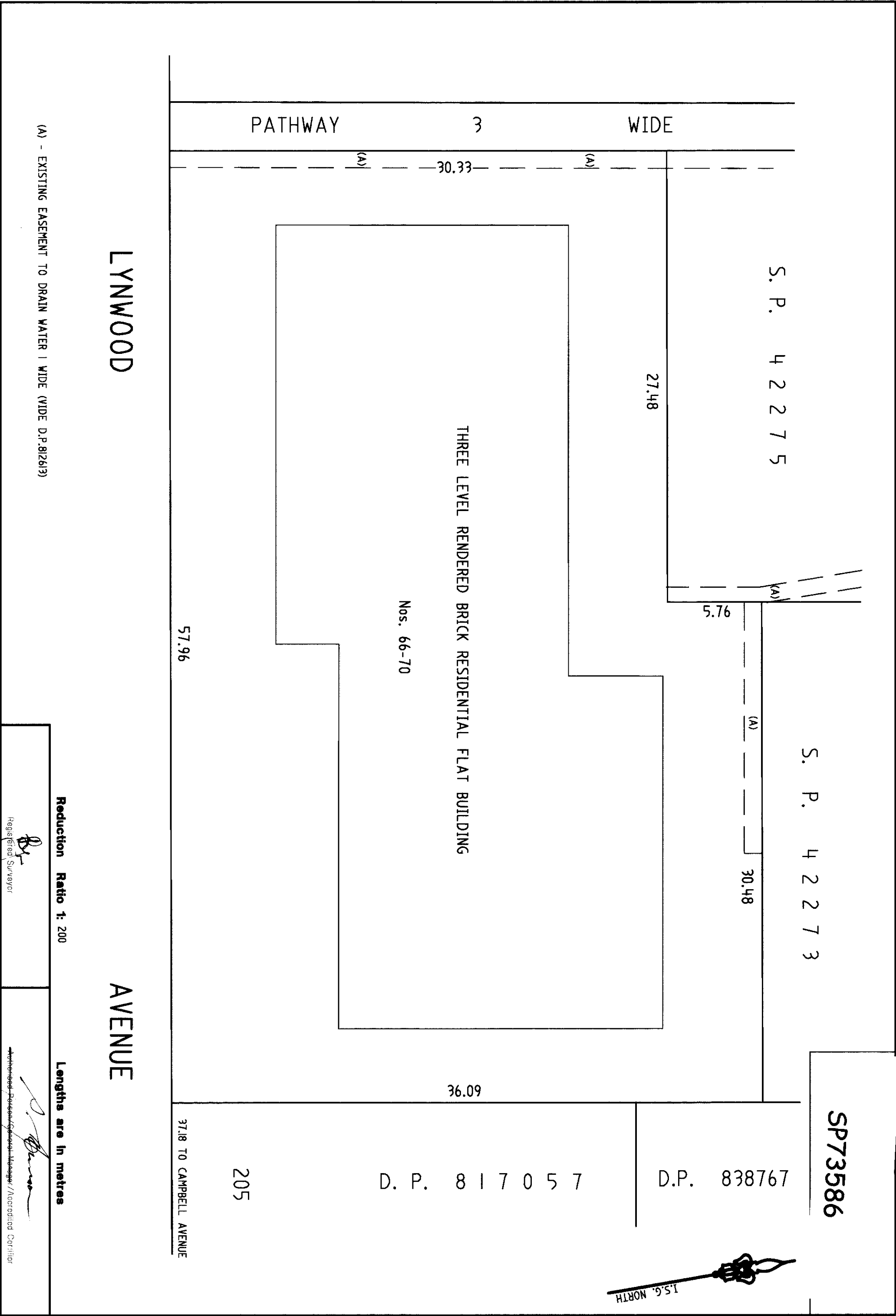
SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182
[Signature]

ATTORNEY
Print Name: Dallas Whitbread
Position Held: Manager
[Signature]

ATTORNEY
Print Name: Ian Harrison
Position Held: Manager
[Signature]

WITNESS
Print Name: Robert William Paterson
[Signature]

FLINDADE PTY LIMITED ACN 086 320 210
by its Attorney BARRY JAMES WOODFORTH pursuant
to Power of Attorney Registered No. 98
Book 4437
[Signature]



(A) - EXISTING EASEMENT TO DRAIN WATER | WIDE (VIDE D.P.812613)


LYNWOOD

AVENUE

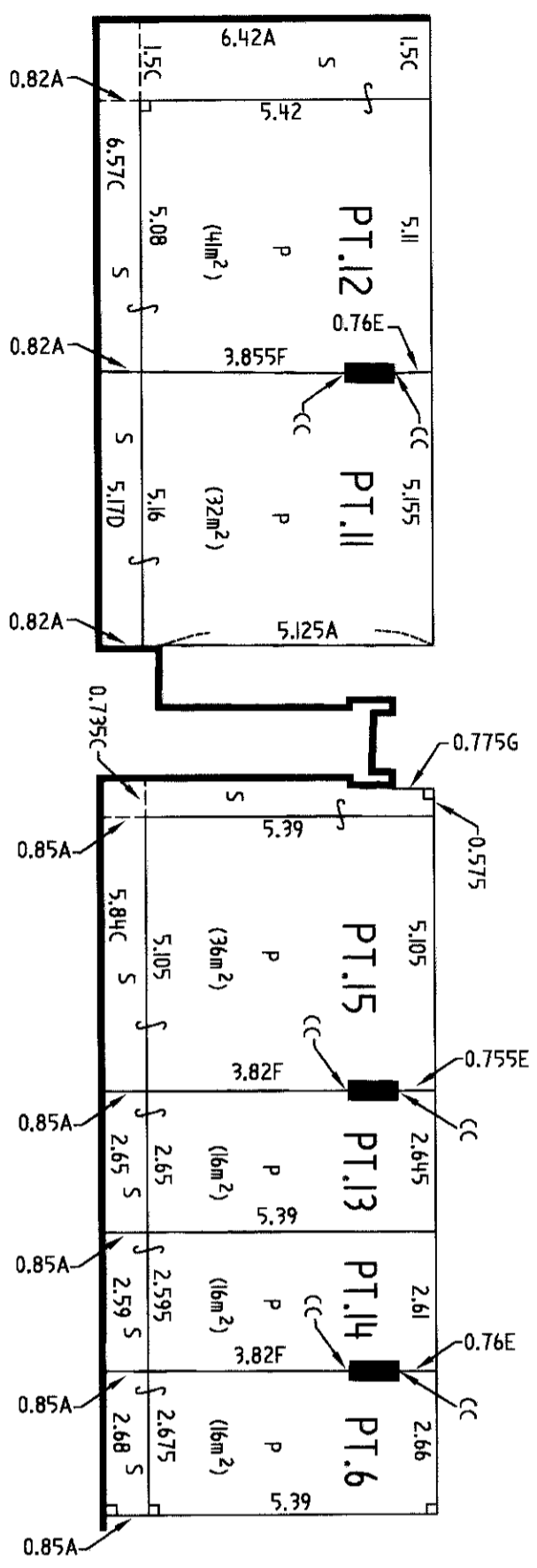
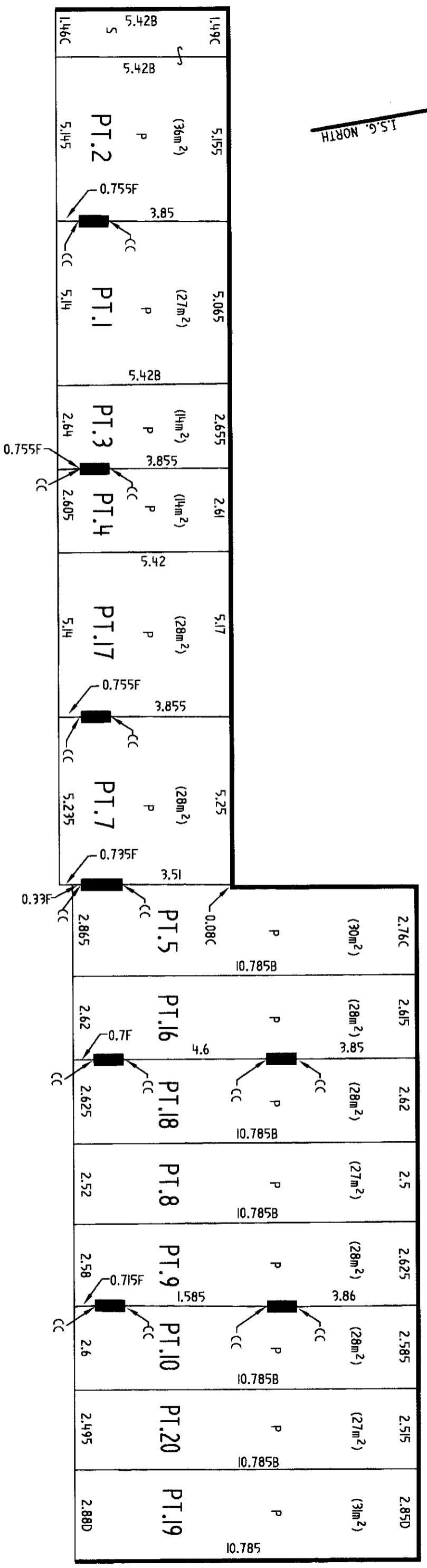
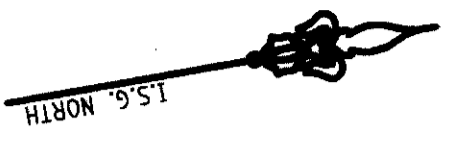
Reduction Ratio 1: 200

Lengths are in metres


 Registered Surveyor
 SURVEYOR'S REFERENCE: 9366 S ISSUE A


 Accredited Certifier

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



LEVEL 1

- CC DENOTES BOUNDARY CORNER IS CENTRE OF COLUMN
- ⊥ DENOTES 90°
- S DENOTES STORAGE AREA
- P DENOTES PARKING AREA
- A - FROM NORTHERN FACE OF WALL
- B - FROM SOUTHERN FACE OF WALL
- C - FROM EASTERN FACE OF WALL
- D - FROM WESTERN FACE OF WALL
- E - FROM NORTHERN FACE OF COLUMN
- F - FROM SOUTHERN FACE OF COLUMN
- G - NORTHERN FACE OF WALL ALONG PROLONGATION OF EASTERN FACE OF WALL

Reduction Ratio 1: 125

Lengths are in metres

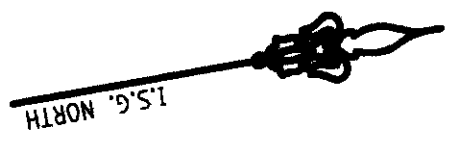
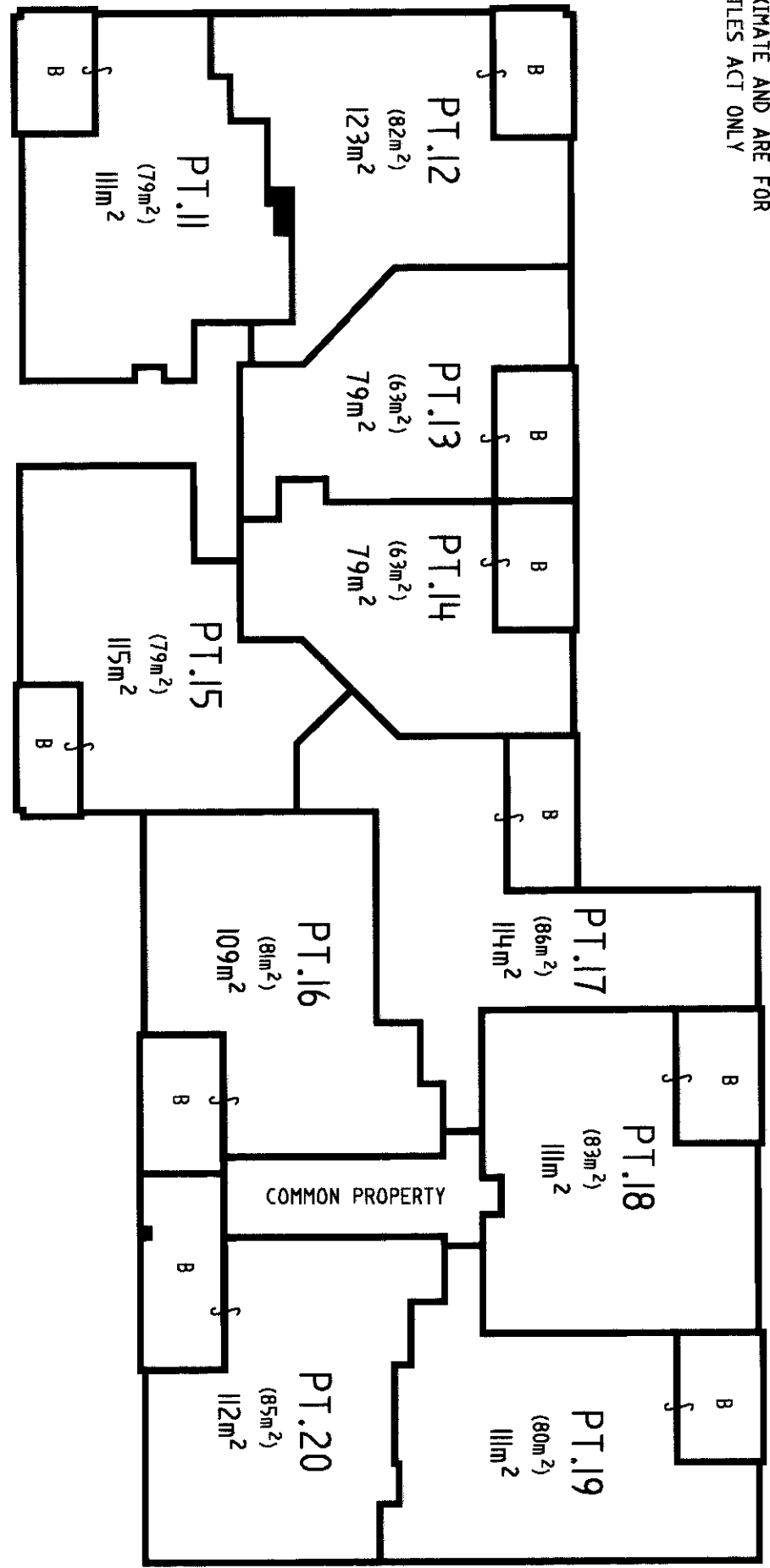
Registered Surveyor

Authorised Person/Consent Manager/Accredited Certifier

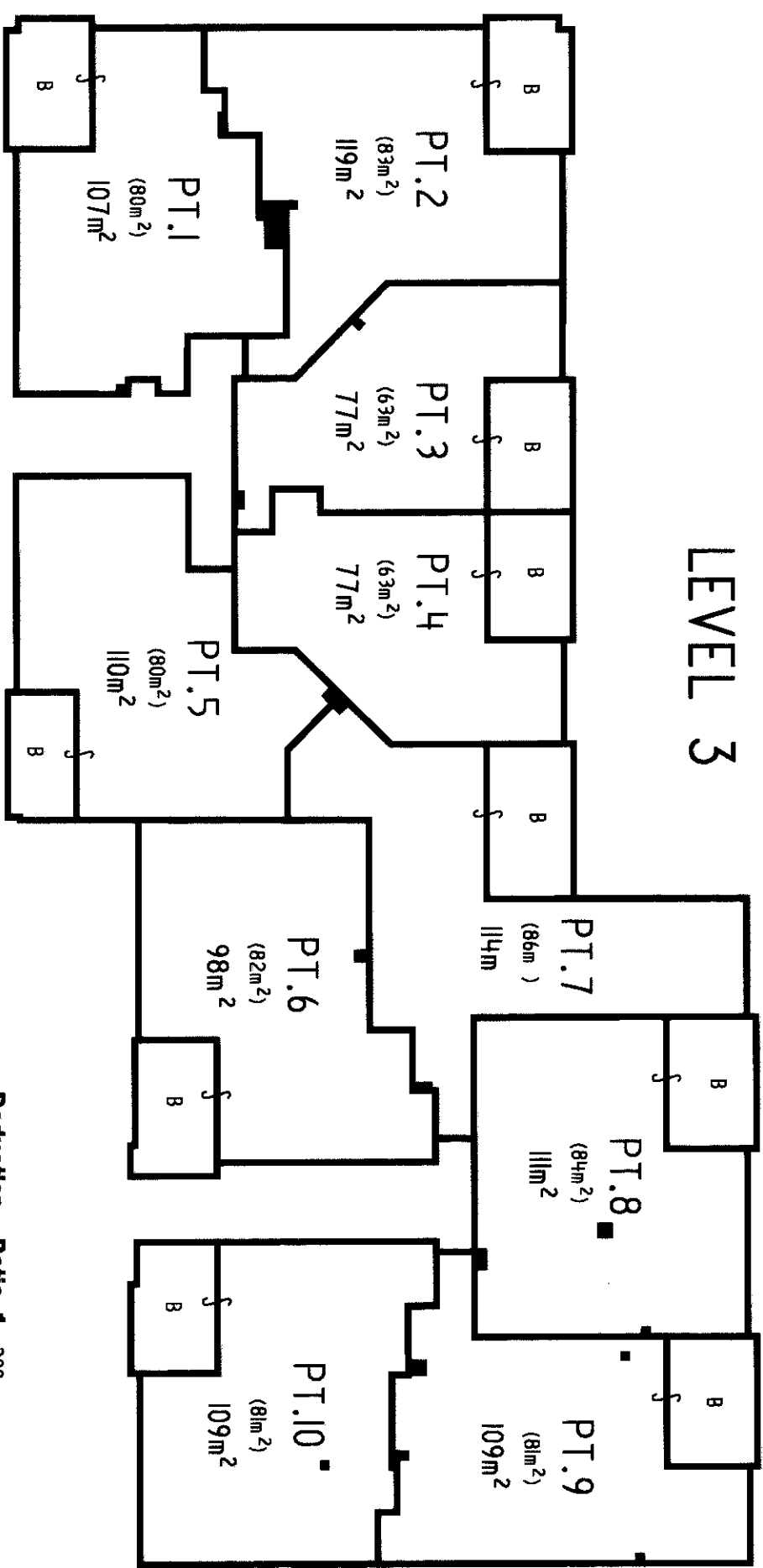
SURVEYOR'S REFERENCE: 9366 S ISSUE A

SP73586

NOTE:
 AREAS SHOWN HEREON ARE APPROXIMATE AND ARE FOR
 THE PURPOSES OF THE STRATA TITLES ACT ONLY
 B - DENOTES BALCONY (COVERED)



LEVEL 3



LEVEL 2

SP73586

Reduction Ratio 1: 200

Lengths are in metres

Registered Surveyor

SURVEYOR'S REFERENCE: 9366 S ISSUE A

Authorised Person/General Manager/Accredited Certifier

PLAN FORM 2

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

WESTPAC BANKING CORPORATION
 who hereby states on the day of its executing this instrument by its duly constituted Attorney who is personally known to me
 Leanne Helm
 Bank Officer 228 Pitt Street Sydney

Westpac Banking Corporation as mortgagee and mortgagee's Registered No. 22528 and 225000 hereby consents to the within plan.
 Dated at Sydney 3/9/91

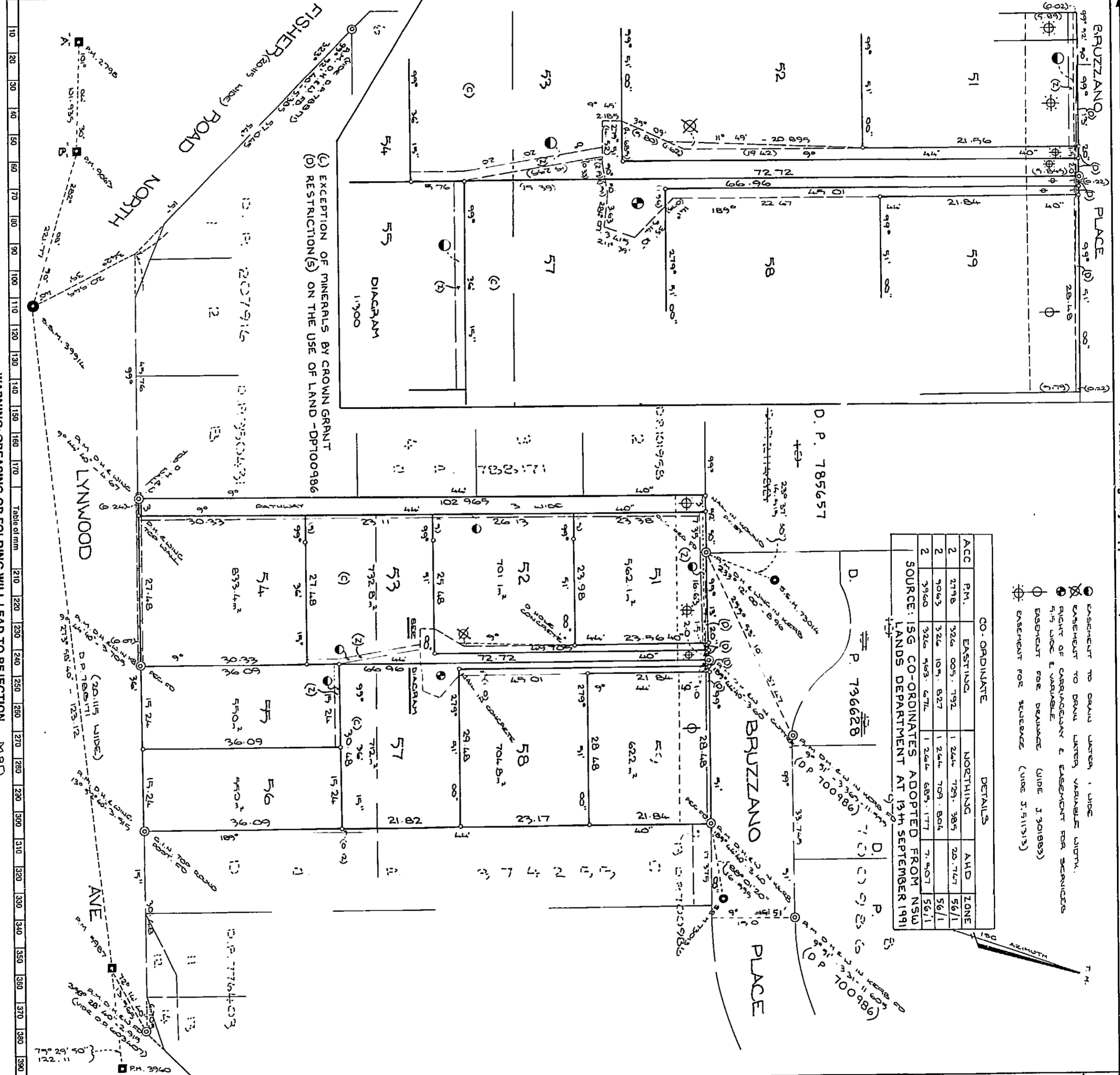
Crown Lands Office Approval

PLAN APPROVED
 Land District
 Paper No
 Field Book
 Council Clerk's Certificate

I hereby certify that -
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
 (b) the requirements of Part 3 Division 2 of the Water Board Act 1987 and Water Supply Amendment Act 1987
 have been complied with by the applicant in relation to the proposed SUBDIVISION.
 Subdivision No. 9203
 Date 21st August, 1991
 Council File No. SD 8144
 Council Clerk
 This part of certificate to be deleted where the application is only for a consolidated plan or the opening of a new road or where the plan is in the Water Sewerage and Drainage Board and the Hunter District Water Board.
 1 Delete if inapplicable

SURVEYORS REFERENCE: 213/12

Plan Drawing only to appear in this space



- ⊗ easement to drain water, 1' wide
- ⊕ easement to drain water, variable width.
- ⊕ right of carriage way & easement for services
- ⊕ 5' wide & variable
- ⊕ easement for drainage (wide 1.301853)
- ⊕ easement for road use (wide 5.111133)

CO-ORDINATE		DETAILS			
ACC	P.M.	EASTING	NORTHING	AHD	ZONE
2	2798	326 005.792	1 244 729.385	26.767	56/1
2	3063	326 004.827	1 244 709.804	26.767	56/1
2	3960	326 003.677	1 244 689.177	26.767	56/1

SOURCE: 15G CO-ORDINATES ADOPTED FROM NSW LANDS DEPARTMENT AT 13th SEPTEMBER 1991

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION M.P.D.

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19th September, 1991



OFFICE USE ONLY

DP 812613
 Registered: 21/9/1991
 C.A. No. 9203 of 21-8-1991
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: U1860-62
 Last Plan: DP 9389
 DP 100986

PLAN OF SUBDIVISION OF LOTS 5 & 6 DP 9389 & LOTS 11 & 15 DP 100986

Lengths are in metres Reduction Ratio 1:500
 Area/Share: WARRINGAH
 Locality: DEE WHY
 Parish: MALLY COVE
 County: CUMBERLAND

This is sheet 1 of my plan in one (1) sheets.
 (Delete if inapplicable).

LEGEND: KEY TO QUERIES
 1. O.K. BIRTH SURVEYORS
 2. O.K. BIRTH SURVEYORS
 a surveyor registered under the Surveyors Act, 1928, as amended hereby certifies that the survey represented in this plan is a true and correct copy of the original plan as deposited in the office of the Registrar-General and that the same has been examined and approved by me as Registrar-General.

Signature: *K.O. Kelly*
 Surveyor registered under the Surveyors Act, 1928, as amended
 Datum: Line of Azimuth
 Date of survey: 1990

Plans used in preparation of survey/compilation:
 D.P. 9389 D.P. 374, 255
 D.P. 603, 107 D.P. 350, 431
 D.P. 100986 D.P. 207, 916
 D.P. 780, 171 D.P. 216, 216
 D.P. 176, 603 D.P. 101, 976

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

1. I, the undersigned, dedicate the public road shown on the plan as to the public as a road.
 2. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 3. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 4. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 5. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 6. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 7. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 8. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 9. I, the undersigned, reserve the public road shown on the plan as to the public as a road.
 10. I, the undersigned, reserve the public road shown on the plan as to the public as a road.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

PART 2.

Subdivision covered by Council
Clerk's Certificate No. 2203
of 21-8-1991

Plan: D.P. 812613

1. Terms of easement firstly referred to in abovementioned plan.
Easement to drain water 1 wide as described in Schedule 4 of the Conveyancing Act.
Authority empowered to release, vary or modify easement firstly referred to in abovementioned plan.

The Council Of The Shire Of Warringham.

2. Terms of easement secondly referred to in abovementioned plan.
Easement to drain water 1 wide as described in Schedule 8 of the Conveyancing Act.
Authority empowered to release, vary or modify easement secondly referred to in abovementioned plan.

The Council Of The Shire Of Warringham.

3. Terms of easement thirdly referred to in abovementioned plan.
Easement to drain water variable width, as described in Schedule 8 of the Conveyancing Act.

Authority empowered to release, vary or modify easement thirdly referred to in abovementioned plan.

The Council Of The Shire Of Warringham.

4. Terms of easement fourthly referred to in abovementioned plan.
Right-of-carriageway as described in Schedule 8 of the Conveyancing Act.

The full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times to make, lay out, construct, erect, install, carry, maintain, use through above or under the servient tenement all drains, pipes, conduits, poles, wires and other equipment necessary to provide and carry all or any services of water, sewerage, drainage, gas, electricity, light, telephone and/or other domestic services to and from the said dominant tenement provided the said drains, pipes, conduits, poles, wires, and other equipment and materials shall be laid in such position so as to cause as little interference as possible with the servient tenement together with the right for such person and every person authorised by him with any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such services or in part thereof provided that such person and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore without delay that surface as nearly as practicable to its original condition.

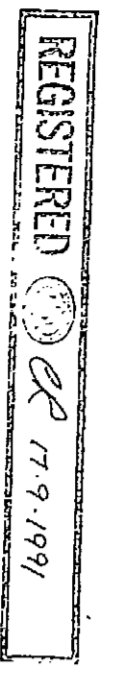
Authority empowered to release, vary or modify easement fourthly referred to in abovementioned plan.

The Council Of The Shire Of Warringham.

5. Terms of restriction as to user fifthly referred to in abovementioned plan.
No dividing fences shall be erected on or adjacent to the common boundaries of adjoining access corridors of those lots burdened.

Name of authority empowered to release, vary or modify restriction as to user fifthly referred to in abovementioned plan.

The Council Of The Shire Of Warringham.



[Signature]

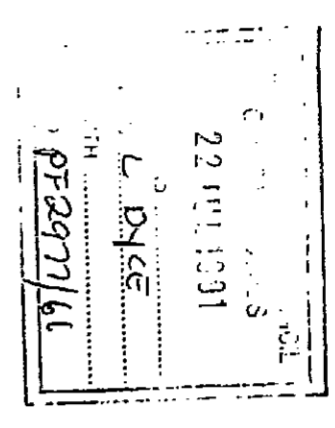
20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	-------------	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19th September, 1991



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.
 Lengths are in metres. (Sheet 1 of 3 Sheets).

Plan: **DP 812613**
 Full name and address of proprietors of the land:
 Landuke Pty. Limited,
 Level 7,
 601 Pacific Highway,
 ST. LEONARDS, N.S.W. 2065.
 Subdivision covered by Council Clerk's Certificate No. 9203 of 21st August, 1991.



1. Identity of easement firstly referred to in abovementioned plan.
 Schedule Of Lots Etc. Affected.
 Easement to drain water 1 wide.
 Authority Benefited.
 The Council Of The Shire Of Warringah.

2. Identity of easement secondly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Easement to drain water 1 wide.
 Lots Burdened.
 55.
 53.
 51.
 Lots Benefited.
 56.
 54, 55, 56.
 52, 53, 54, 55, 56, 57, 58.

3. Identity of easement thirdly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Easement to drain water variable width.
 Lots Burdened.
 52.
 Lots Benefited.
 53, 54, 55, 56, 57.

4. Identity of easement fourthly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Right-of-carriageway and easement for services 5.5 wide and variable width.
 Lots Burdened.
 52, 53, 57, 58.
 Lots Benefited.
 Lots 51-59 inclusive.

5. Identity of restriction as to user firstly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Restriction as to user.
 Lots Burdened.
 51, 52, 53, 57, 58 and 59.
 Lots Benefited.
 51, 52, 53, 57, 58 and 59.

6. Identity of restriction as to user sixthly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Restriction as to user.
 Lots Burdened.
 51, 52, 53, 57, 58 and 59.
 Lots Benefited.
 51, 52, 53, 57, 58 and 59.

7. Identity of restriction as to user seventhly referred to in abovementioned plan.
 Schedule Of Lots Affected.
 Restriction as to user.
 Lots Burdened.
 51, 52, 53, 54.
 Authority Benefited.
 The Council Of The Shire Of Warringah.

REGISTERED 17.9.1991

 WARRINGAH SHIRE COUNCIL
 SHIRE CLERK

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
 USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.
 Lengths are in metres. (Sheet 3 of 3 Sheets).

Plan: DP 812613
 Subdivision covered by Council Clerk's Certificate No. 9203 of 21st August, 1991.

6. Terms of restriction as to user sixthly referred to in abovementioned plan.
 Any fence exceeding 900 millimetres in height, erected on or adjacent to the boundary of an access corridor, shall for a minimum distance of 15 metres from the boundary of the road shall be of bar, mesh or rail type construction.
 Name of Authority empowered to release, vary or modify restriction as to user sixthly referred to in abovementioned plan.
 The Council Of The Shire Of Warringah.

7. Terms of restriction as to user seventhly referred to in abovementioned plan.
 The floor covers of any structure erected on the lots so burdened are to be 500 millimetres above the 1 in 100 year flood event in the adjacent floodway. The level for the 1 in 100 year flood event is to be determined by a suitably qualified engineer to Council's satisfaction.
 Name of authority empowered to release, vary or modify restriction as to user seventhly referred to in abovementioned plan.
 The Council Of The Shire Of Warringah.

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

Signed in my presence by TRACEY JOHN LAKE and ALYSON ROSEMARY LAKE who are personally known to me.

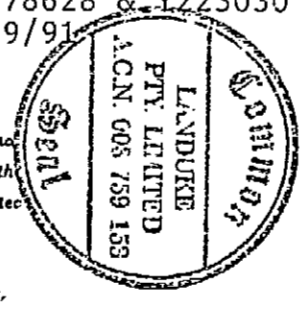
Signature of Witness.
 CHARLES ACCOUNTANT
 Qualification of Witness.
 Name Of Witness (Block Letters).
 CHARLES I ACCOUNTANT

REGISTERED 17.9.1991

Westpac Banking Corporation as mortgagee under mortgages Z278628 & Y223030 hereby consent to the within instrument. Dated at Sydney 3/9/91

Signed Sealed and Delivered for and on behalf of WESTPAC BANKING CORPORATION
 Robert James Elliot
 its duly constituted Attorney who is personally known to me
 Leanne Helm
 Bank Officer
 228 Pitt Street Sydney

WESTPAC BANKING CORPORATION by its Attorney who hereby states at the time of his executing this instrument he has no notice of the revocation of the Power of Attorney registered in the office of the Registrar General No. 274 Book 3733 under the authority of which he has executed this instrument.
 acting assistant to



Director
 Secretary
 Tracey John Lake
 Alyson Rosemary Lake

WARRINGAH SHIRE COUNCIL

 SHIRE CLERK

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day: 19th September, 1991



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 4 sheets)

SP73586

Subdivision of Lot 1
in Deposited Plan 1071672
covered by Subdivision
Certificate No. **10667 4/09/04.**

Full name and address of
the proprietor of the land:

Paul Ramsay Holdings Pty Ltd, Trusoft Pty Ltd
and Flinjade Pty Ltd
All c/o Suite 4, 9 Foamcrest Avenue,
NEWPORT BEACH NSW 2106

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. ^{2002/}..... (hereinafter called the "system").
1176 DA

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

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

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 4 sheets)

PLAN:

Subdivision of Lot 1
in Deposited Plan 1071672
covered by Subdivision
Certificate No. *10667 4/09/04.*

SP73586

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. *2002/1176 SA* 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

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 4 sheets)

PLAN:

Subdivision of Lot 1
in Deposited Plan 1071672
covered by Subdivision
Certificate No. *10667 4/09/04.*

SP73586

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.

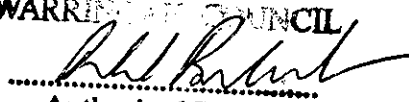
5. This covenant shall bind all persons who claim under the registered proprietors as stipulated in Section 88E(5) of the Act.

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: *2002/1176 PA* including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919

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

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 4 of 4 sheets)

PLAN:

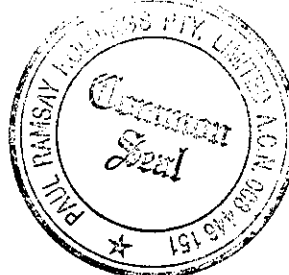
Subdivision of Lot 1
in Deposited Plan 1071672
covered by Subdivision
Certificate No. 10667 4/09/04.

SP73586

THE COMMON SEAL of
PAUL RAMSAY HOLDINGS PTY LTD

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

M. L. ...
SECRETARY



M. ...
DIRECTOR

THE COMMON SEAL of
TRUSOFT PTY LTD

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

SECRETARY

THE COMMON SEAL of
FLINJADE PTY LTD

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

SECRETARY

Approved by Warringah Council

) EXECUTED BY TRUSOFT PTY. LTD
) ACN 057 319 623

[Signature]

) SOLE DIRECTOR AND SECRETARY (ACTING)
) * BARRY JAMES WOOLF

) EXECUTED BY FLINJADE PTY. LTD
) ACN 086 320 210 BY ITS ATTORNEY
) BARRY JAMES WOOLF PURSUANT
) TO POWER OF ATTORNEY REGISTERED
) No 98 BOOK 4437

[Signature]

DIRECTOR

[Signature]
The General Manager/ Authorised Person

ATTORNEY
Print Name: Dallas Whitehead
Position Held: Manager

ATTORNEY
Print Name: Ian Harrison
Position Held: Manager

WITNESS
Print Name: Rebecca Kathleen Paterson

SIGNED SEALED AND DELIVERED
For and on behalf of
ST GEORGE BANK LIMITED
(A.C.N. 055 513 070) by its
attorneys under power of
attorney registered No. 125
Book 4182

REGISTERED
22.9.2004

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AP161720K

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

(A) TORRENS TITLE	For the common property CP/SP73586	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Jane Crittenden, Lawyer GPO Box 4623 SYDNEY NSW 2001 (02) 9238 0500 Reference: 2712
		CODE CH

- (C) The Owners-Strata Plan No. 73586 certify that a special resolution was passed on 26/2/2019
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. 1-19
 Added by-law No. 1-19
 Amended by-law No. Special By-Laws 3 and 4
 as fully set out below:
 See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 73586 was affixed on 21 March 2019 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: _____
 Name: Michelle Russell
 Authority: Strata Managing Agent
 Signature: _____
 Name: _____
 Authority: _____



ANNEXURE "A"

**Consolidated By-Laws - Strata Plan No. 73586
66-70 LYNWOOD AVE DEE WHY**

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) 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.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

*The Common Seal of the Owners – Strata Plan No. 73586
was affixed on the 21 day of MARCH 2019 in the presence of*

Signature: 

Name: ...MICHELLE...RUSSELL.....

*being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.*



3 Damage to lawns and plants on common property (NEW Same)

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.

4 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.

5 Keeping of Animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property after written application as per annexure 'A' and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

ANNEXURE "A" TO BY-LAW 5

Pet Application Form

Strata plan number:

Address of plan:

Lot Number/ Apartment Number:

Applicant's name:

Telephone:

Email:

Type of pet:

Age of pet:

Name of pet:

Description of the pet:

Micro-chipped: Yes No

Council Registration Number:

Note: Applicable to dogs and cats only. Dogs are required by law to be registered with the local council in every Australian State and Territory (other than the Northern Territory where dog registration is required by some councils only). Cats are required by law to be registered with the local council in NSW, Victoria and Queensland (and by some councils in the Northern Territory and Western Australia).

I/we (The Applicant)
request the consent of the Owners Corporation to keep the above detailed pet on our property.

Signed

Date

Check list (Please ensure that you provide all documents listed below with your application)

- | | |
|---|--|
| <input type="checkbox"/> Pet application form | <input type="checkbox"/> Picture of the animal |
| <input type="checkbox"/> Council registration certificate | <input type="checkbox"/> Microchip certificate |

Pet Keeping Agreement

I/we:

1. Have read and understood the by-law regarding pets.
2. Agree to abide by the by-laws of Strata Plan No 73586.
3. Understand that it is my/our responsibility as pet owners to:
 - monitor the noise from the pet, ensuring they do not unreasonably cause annoyance or ongoing disturbance to neighbours
 - maintain a high standard of cleanliness and sanitation at all times, cleaning and disposing of any animal waste within the lot or common property
 - maintain a high standard of preventative health care e.g. flea and worm treatment
 - keep the pet under control at all times within the lot or common property
4. Acknowledge that I/we shall be liable for any damage to common property caused by the pet and shall pay the Owners Corporation immediately for any costs incurred in rectifying this damage
5. Accept full responsibility and indemnify the Owners Corporation for any claims by or injuries to third parties or their property caused by, or as a result of, actions by my pet
6. Acknowledge that the consent of the Owners Corporation operates in respect of the nominated pet only and that any change of pet must be the subject of a separate application
7. Acknowledge that in the event of a breach of this agreement the Owners Corporation may withdraw any consent it has given me for the keeping of a pet
8. Understand that dogs of a prohibited breed, declared dangerous or un-desexed males must not be kept or brought onto the lot or common property.

Signed (Pet Owner).....

Signed (Owners Corporation representative).....

Date

Where the signatory to this agreement is a tenant this form must also be signed by the lot owner/lot owner's managing agent as an indication that they give permission for an animal to be kept on the property.

Lot owner/agent signature.....

Date.....

Print name.....

6 Noise

An owner or occupier of a lot, or any invitee of 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.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of 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.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) 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, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

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

10 Preservation of fire safety

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

11 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.

12 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15 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 Strata 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) The Strata Committee 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 Strata Committee 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.

- (4) The moving of furniture and large objects over common property should be limited to the hours of 7:00am to 9:00pm.

16 Disposal of waste – shared bins [applicable where bins are shared by lots]

- (1) 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.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change 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).
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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

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

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.

SPECIAL BY-LAW 1

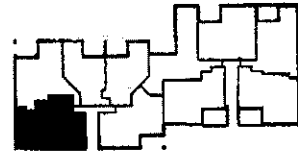
Exclusive Use - Garden Court

The Owners or occupiers for the time being of Lots 1 to 10 have the right of exclusive use and enjoyment of that part of the common property shown as garden court on the plans numbered 1 to 10 annexed hereto, subject to the following conditions:


1. To the extent that they would be required to do so if the exclusive use area were part of their lot, the owners/occupiers of Lots 1 to 10 must properly maintain the exclusive use area and keep it in a state of good and serviceable repair, in a clean and tidy condition and free from rubbish.
2. Ensure that any lawn within the area is regularly watered and mown.
3. Ensure that any trees, shrubs and garden beds within the area are properly maintained (including regular watering, pruning, feeding and mulching and, if necessary, removing and replacing plants) to ensure an attractive and neat appearance at all times.
4. To the extent that they would be required to do so if the exclusive use area were part of their Lot, the owners/occupiers of Lots 1 to 10 release the Owners corporation from and indemnify the Owners Corporation and will keep it indemnified against all liability in respect of any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action or claim for compensation for damage to any property or injury to or death of any person, however caused, in or on the exclusive use area except to the extent the damage or injury resulted from the act or omission of the Owners Corporation.

LOT 1 STRATA PLAN 73586

APARTMENT 1



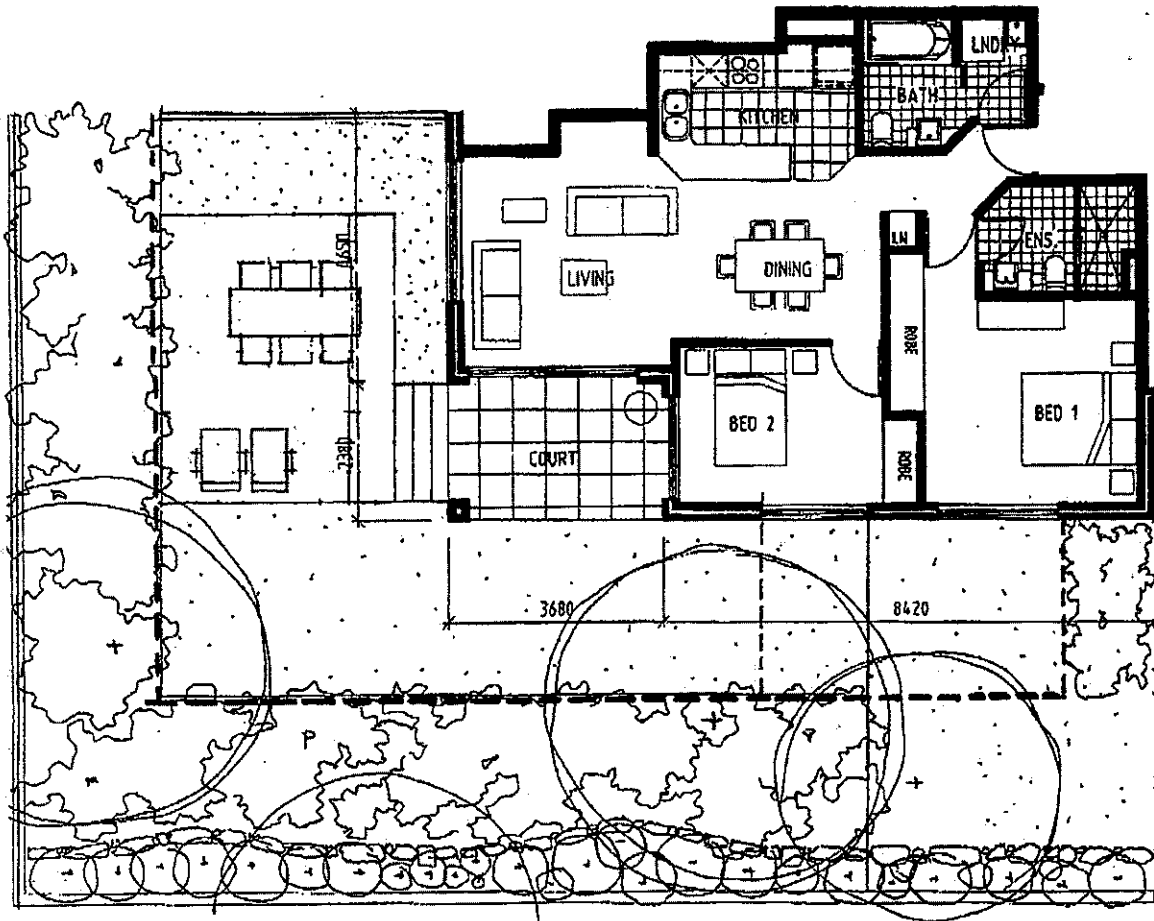
APARTMENT AREA 83 SQ.M.

	INTERNAL AREA	— 74 SQ.M.
	TERRACE AREA	— 9 SQ.M.
	GARDEN COURT	— 58 SQ.M.
	PARKING	— 2 CARS



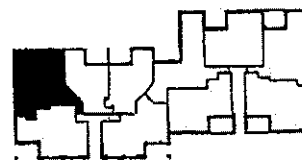
SCALE 1:100

----- GARDEN COURT



LOT 2 STRATA PLAN 73586

APARTMENT 2



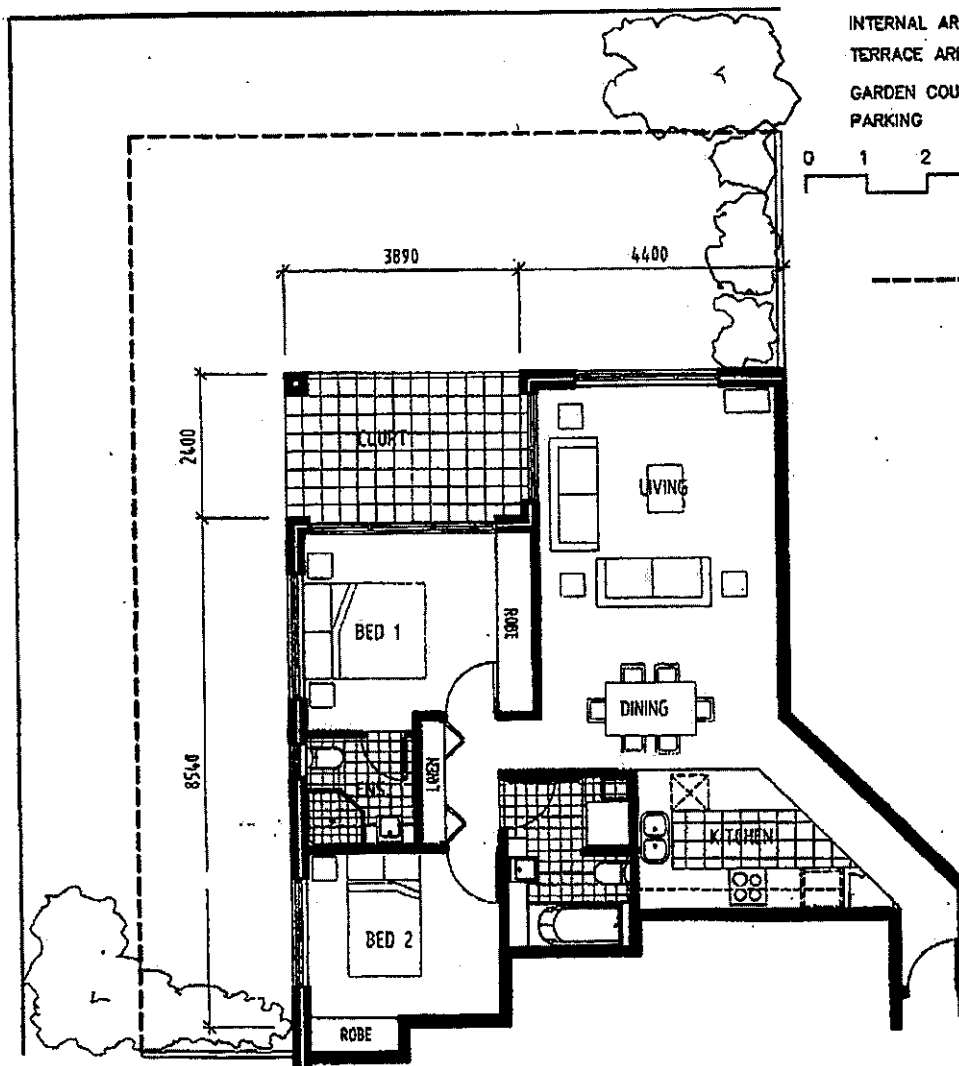
APARTMENT AREA 84SQ.M.

INTERNAL AREA — 74 SQ.M.
TERRACE AREA — 10 SQ.M.
GARDEN COURT — 70 SQ.M.
PARKING — 2 CARS

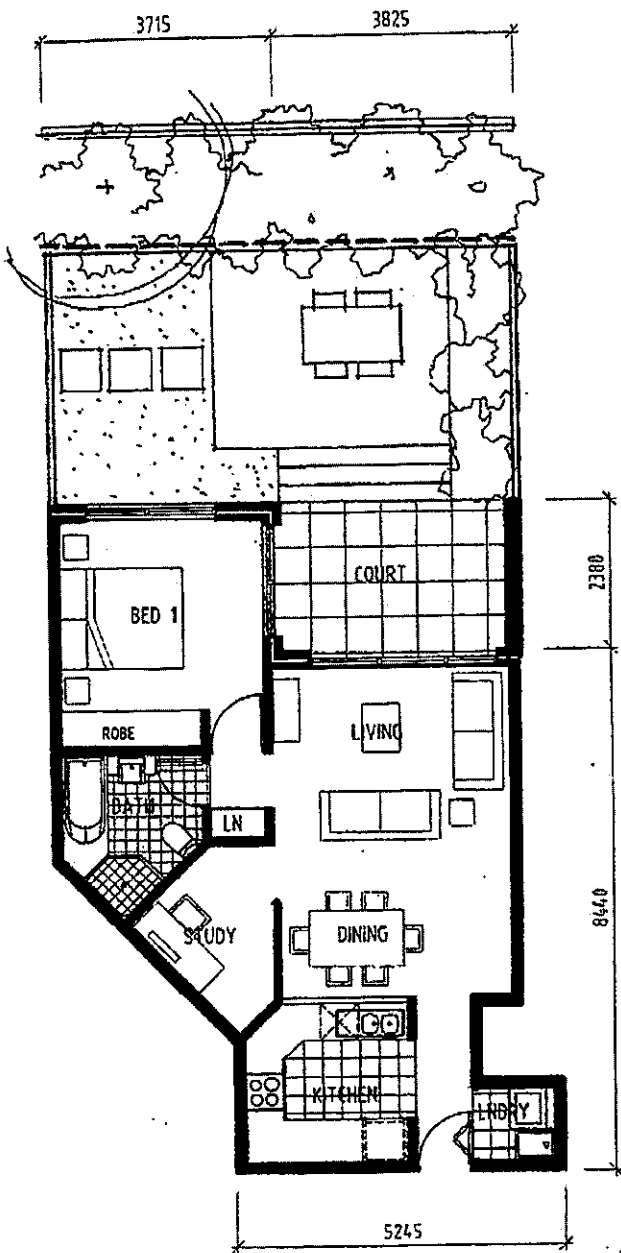
0 1 2 3 4 5M

SCALE 1:100

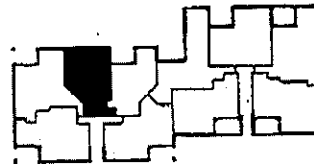
--- GARDEN COURT







lot.3 STRATA PLAN 73586

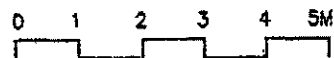


APARTMENT 3



APARTMENT AREA 64 SQ.M

-  INTERNAL AREA — 56 SQ.M.
-  TERRACE AREA — 9 SQ.M.
-  GARDEN COURT — 28 SQ.M.
-  PARKING — 1 CAR

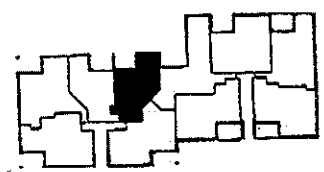


SCALE 1:100





----- GARDEN COURT

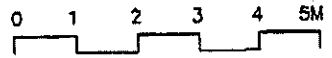
lot 4 STRATA PLAN 73586

APARTMENT 4




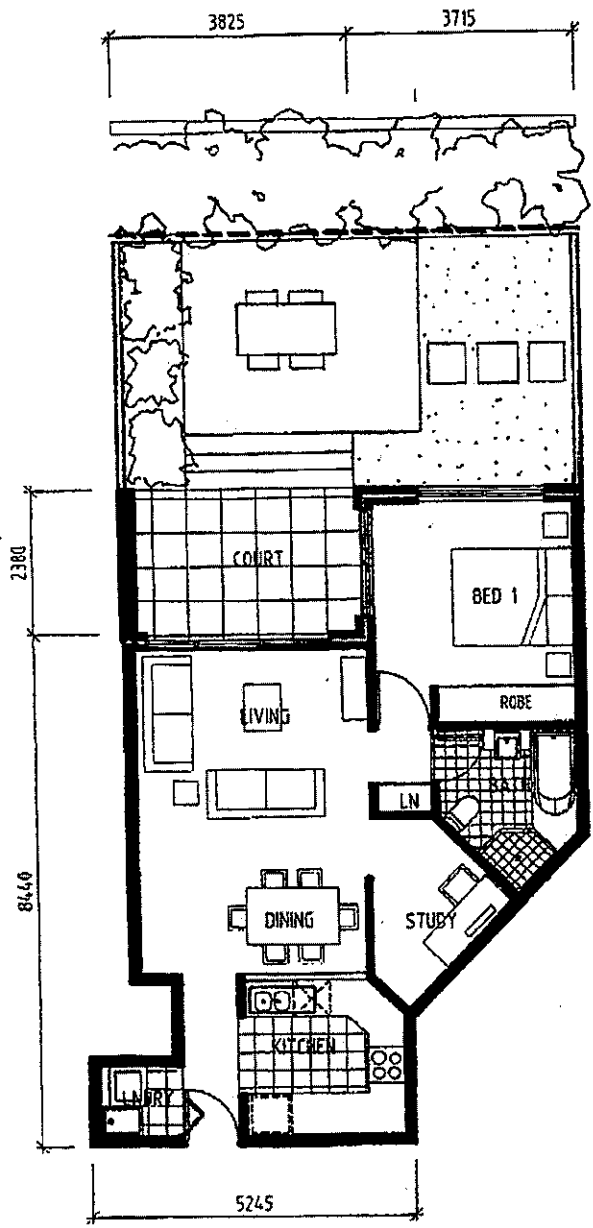
APARTMENT AREA 64 SQ.M

-  INTERNAL AREA — 55 SQ.M.
-  TERRACE AREA — 9 SQ.M.
-  GARDEN COURT — 28 SQ.M.
-  PARKING — 1 CAR



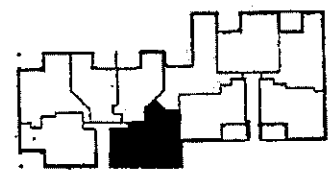
SCALE 1:100

 GARDEN COURT



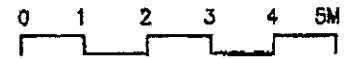
APARTMENT 5

LOT 5 STRATA PLAN 73586



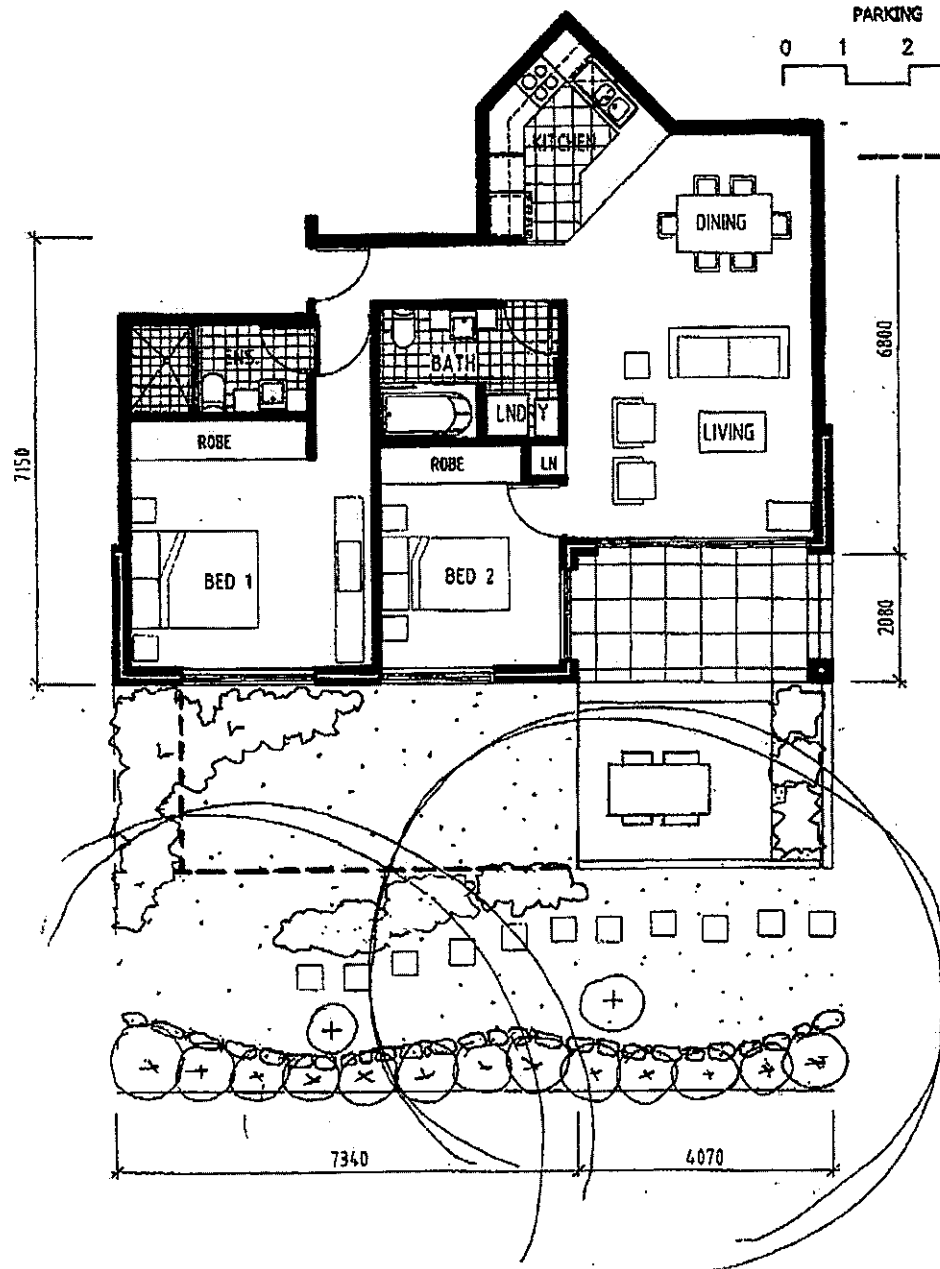
APARTMENT AREA 82 SQ.M

- INTERNAL AREA — 73 SQ.M.
- TERRACE AREA — 9 SQ.M.
- GARDEN COURT — 31 SQ.M.
- PARKING — 2 CARS



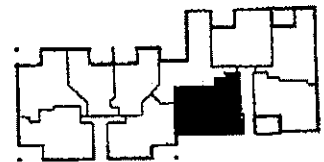
SCALE 1:100

GARDEN COURT



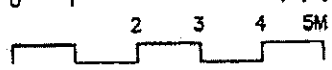
LOT 6 STRATA PLAN 73586

APARTMENT 6



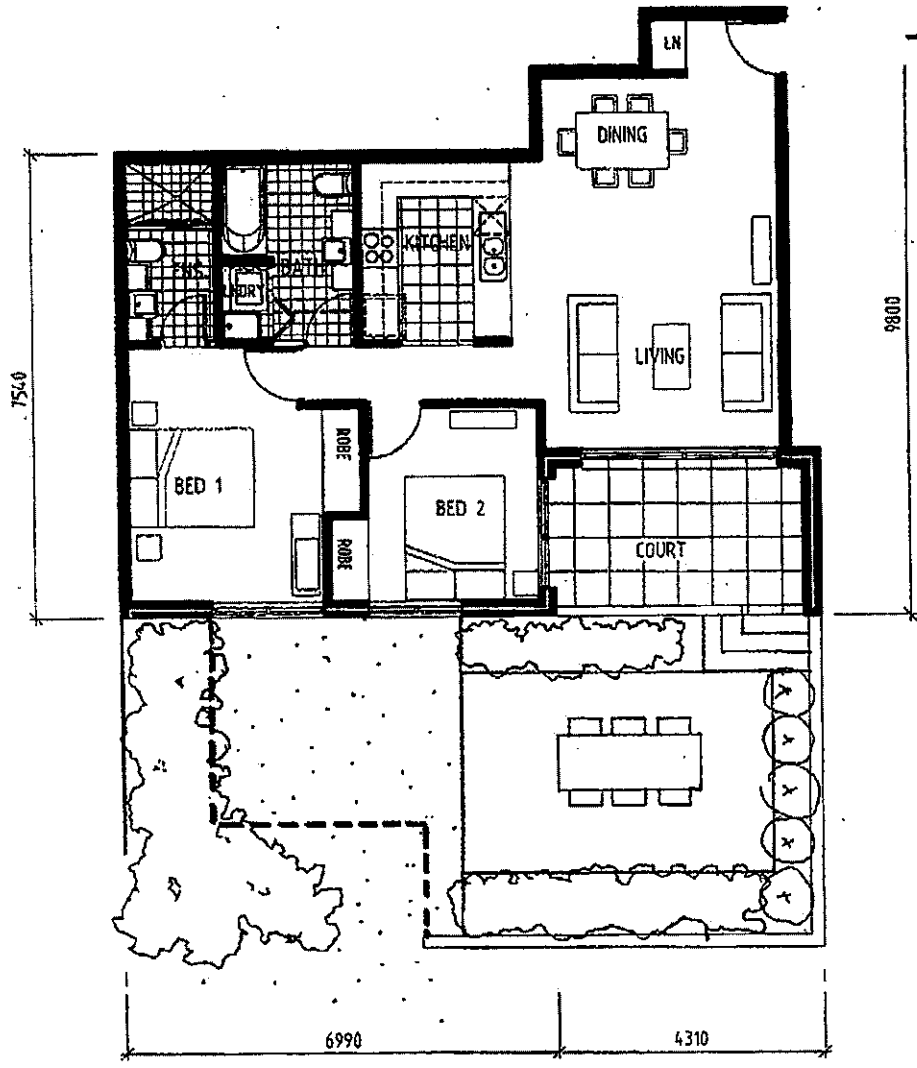
APARTMENT AREA 83 SQ.M

	INTERNAL AREA	— 73 SQ.M.
	TERRACE AREA	— 10 SQ.M.
	GARDEN COURT	— 43 SQ.M.
	PARKING	— 1 CAR ↓ 1 V



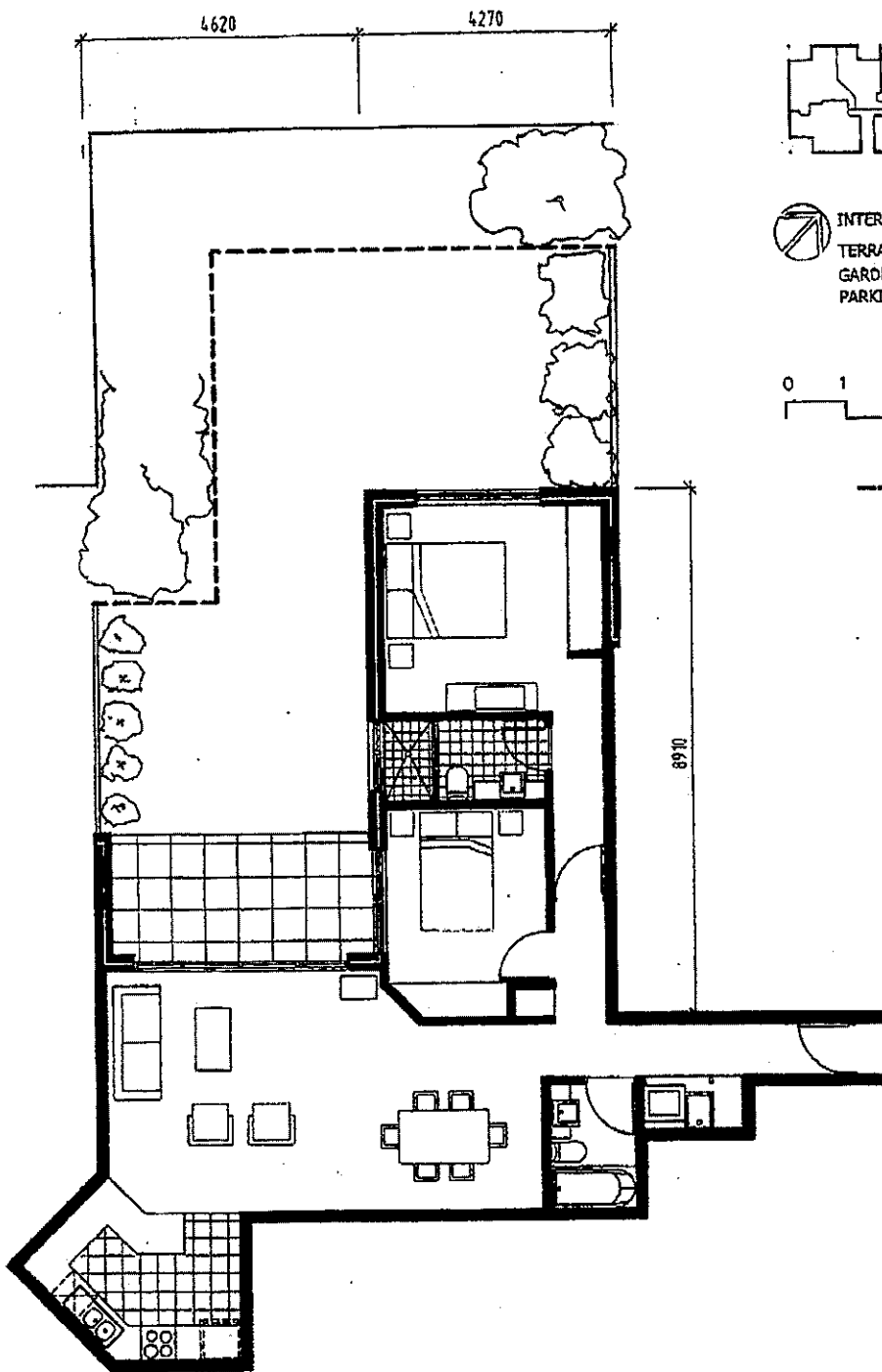
SCALE 1:100

--- GARDEN COURT





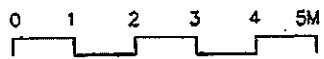
LOT 7 STRATA PLAN 73586

UNIT 7



UNIT AREA

	INTERNAL AREA	— 79 SQ.M.
	TERRACE AREA	— 9.6 SQ.M.
	GARDEN COURT	— 48 SQ.M.
	PARKING	— 2 CARS



SCALE 1:100

----- GARDEN COURT

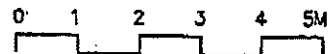
LOT 8 STRATA PLAN 73586

APARTMENT 8



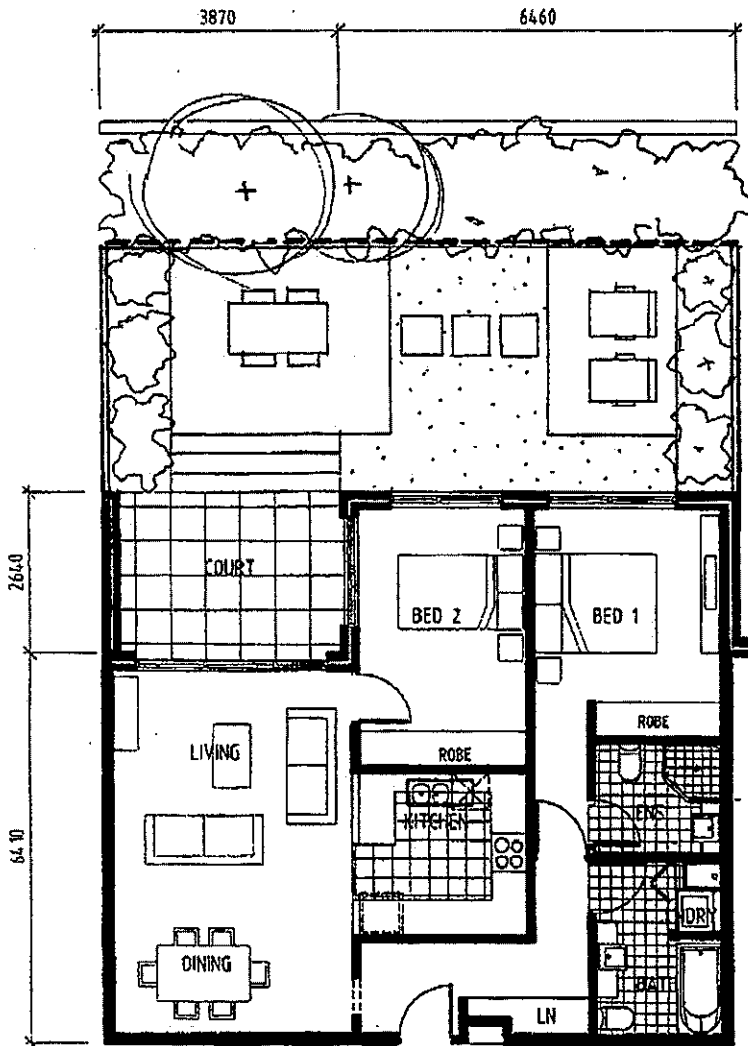
APARTMENT AREA 85 SQ.M

-  INTERNAL AREA — 76 SQ.M.
-  TERRACE AREA — 9 SQ.M.
-  GARDEN COURT — 26 SQ.M.
-  PARKING — 2 CARS



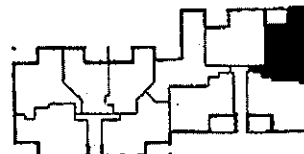
SCALE 1:100

--- GARDEN COURT



LOT 9 STRATA PLAN 73586

APARTMENT 9



APARTMENT AREA 81 SQ.M.

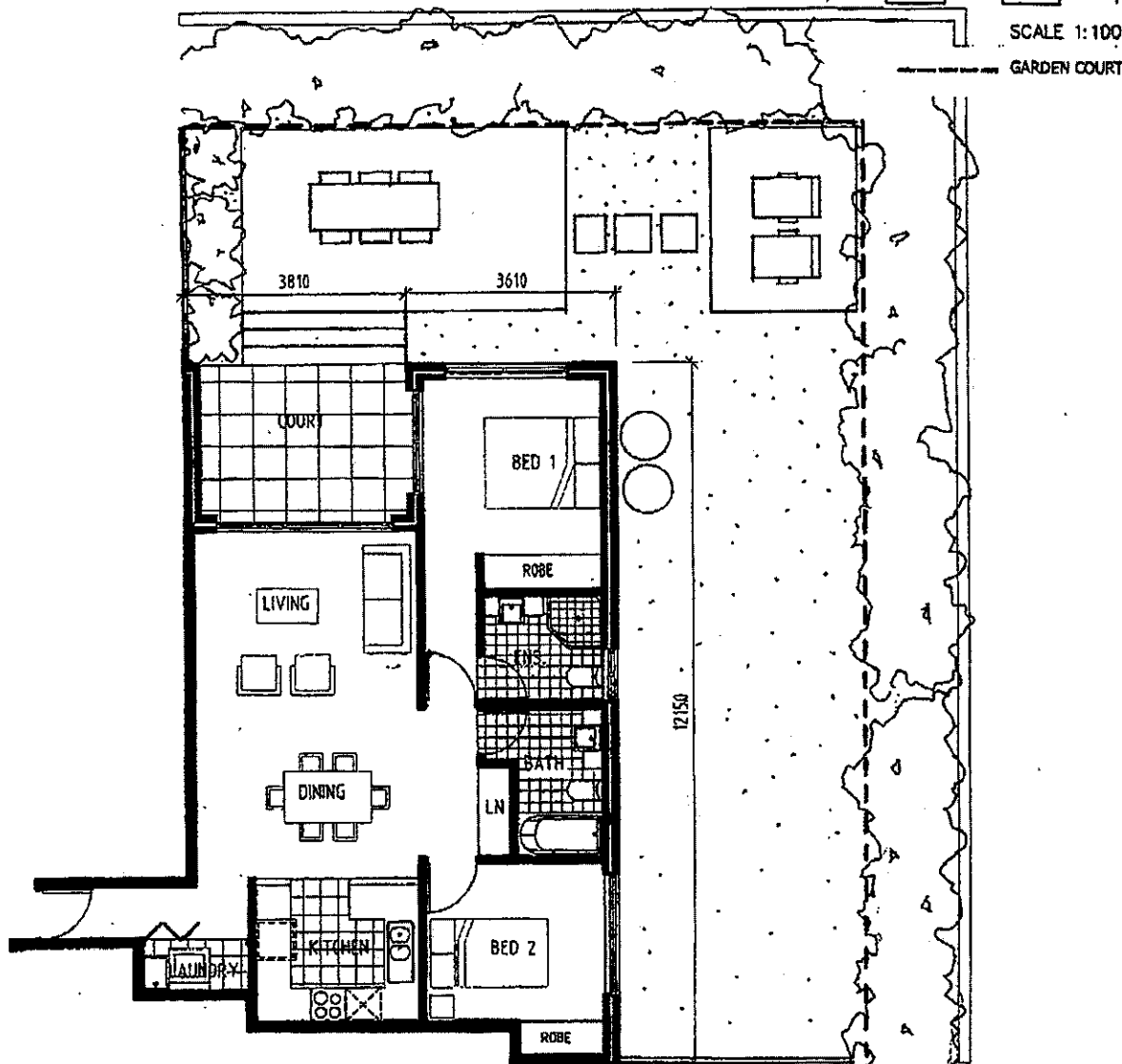


- INTERNAL AREA — 72 SQ.M.
- TERRACE AREA — 9 SQ.M.
- GARDEN COURT — 83 SQ.M.
- PARKING — 2 CARS

0 1 2 3 4 5M

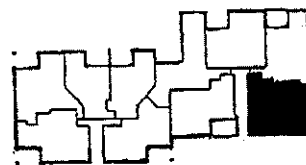
SCALE 1:100

----- GARDEN COURT



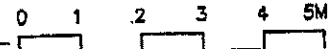
LOT 10 STRATA PLAN 73586

APARTMENT 10



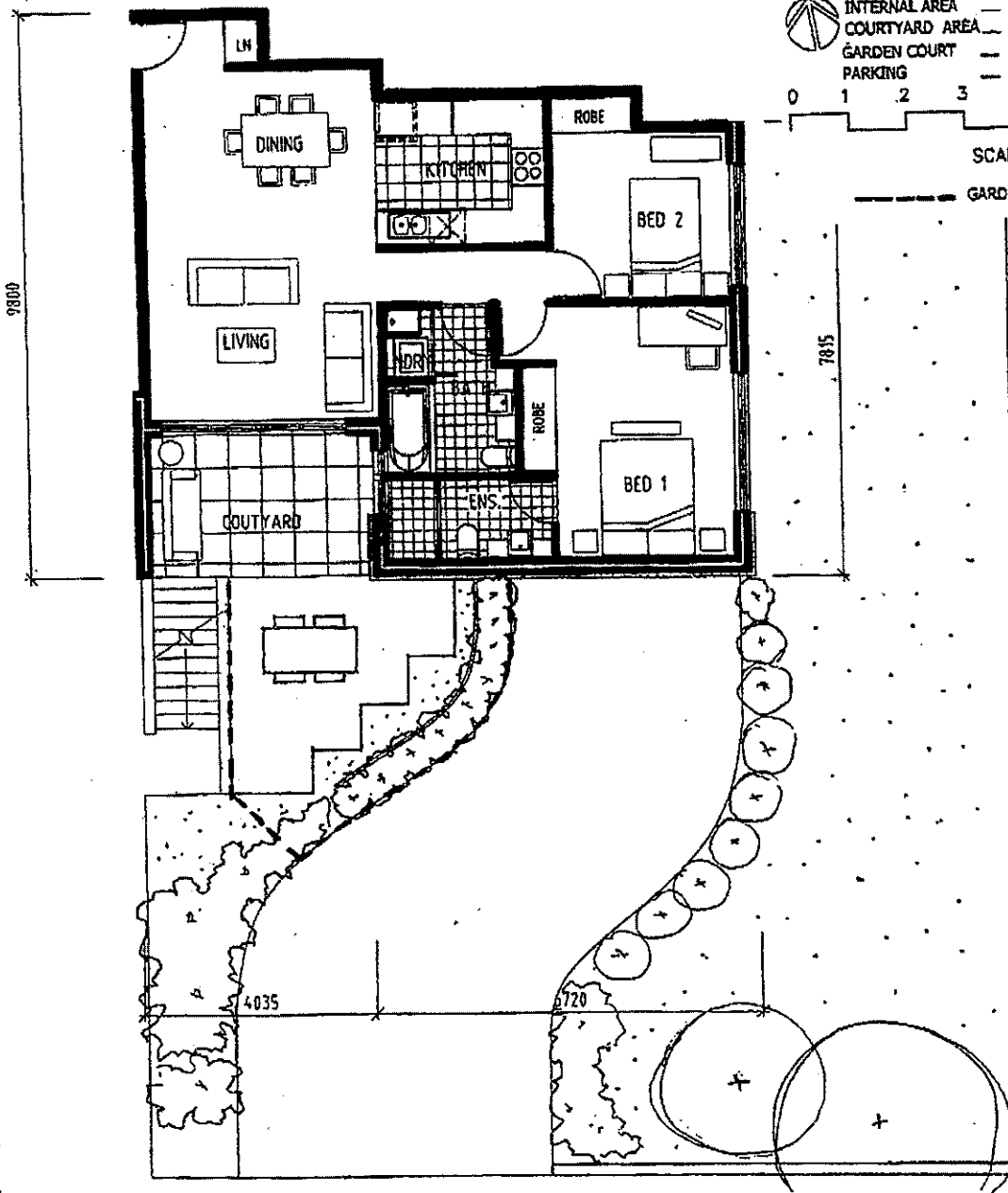
APARTMENT AREA 83 SQ.M.

	INTERNAL AREA	73 SQ.M.
	COURTYARD AREA	10 SQ.M.
	GARDEN COURT	20 SQ.M.
	PARKING	2 CARS



SCALE 1:100

--- GARDEN COURT



SPECIAL BY-LAW 2

Exclusive Use - Car Parking

The Owners or occupiers for the time being of Lots 6 has the right of exclusive use and enjoyment of that part of that part of the common property being the visitor's car parking space ("the exclusive use area") adjacent to the car parking space for Lot 6, subject to the following conditions:

1. To the extent that they would be required to do so if the exclusive use area were part of their lot, the owner/occupier of Lot 6 must properly maintain the exclusive use area and keep in a state of good and serviceable repair.
2. To the extent that they would be required to do so if the exclusive use area were part of their Lot, the owners/occupiers of Lot 6 releases the Owners corporation from and indemnify the Owners Corporation and will keep it indemnified against all liability in respect of any claim, demand, remedy, suit, injury, damage, loss ,cost, liability, action, proceeding, right of action or claim for compensation for damage to any property or injury to or death of any person, however caused, in or on the exclusive use area except to the extent the damage or injury resulted from the act or omission of the Owners Corporation.

SPECIAL BY-LAW 3

Air Conditioning

All owners both current and future of any Lot shall have the right of exclusive use and special privilege to install an air conditioning unit so long as the air conditioning unit is in accord with the following conditions and stipulations:-

1. Before installing a unit, the Owners/s must:-
 - 1.1 provide the Owners Corporation with a copy of and requisite approval of Warringah Council, including all conditions of approval, drawings and specifications;
 - 1.2 obtain from the Owners Corporation its written approval to the manner of installation of the unit for this purpose the owners/s must if requested in writing by the Owners Corporation, present drawings and specifications of the proposed installation to the Owners Corporation; and
 - 1.3 provide the Owners Corporation with evidence of currency for the duration of the works of Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of \$10,000,000 or other amount as determined by the Strata Committee).
2. Installation of the unit, the Owner/s must:-
 - 2.1 comply with all conditions of approval by the local Council;
 - 2.2 comply with the manufacturers specifications;

- 2.3 carry out the installation in a proper and skilful manner.
3. The Owner/s must locate the condenser within their "terrace area/s" or "garden courts/s" (ground floor unit/s) or balcony and in a manner so as to minimise its visual prominence from other lots and from street level.
 4. The Owner/s must conceal electrical and coolant lines from view, as far as possible.
 5. The Owner/s must ensure that, subject to any statutory requirements or requirements of the local Council, condensation or run off is drained through lines to existing drains or downpipes.
 6. The Owner/s must not use the unit if its use generates noise or vibration that interfered unreasonably with the use and enjoyment of another Lot by the owner or occupier of it, or common property by any person entitled to use it.
 7. The Owner/s must maintain the unit in a state of good and serviceable repair and appearance and must renew or replace it whenever necessary.
 8. The Owner/s at his/her/its own cost must repair any damage to the common property occurring in installation, maintenance, replacement, repair, removal or renewal of the unit, ad be responsible for the proper maintenance of, and keeping in a state of god and serviceable repair of the common property or the relevant part of it.
 9. The Owners/s must indemnify the Owners Corporation against any liability of expense that would not have been incurred if the unit had not been installed.

SPECIAL BY-LAW 4

Storage Enclosures

1. It was specially resolved pursuant to Section 47 of the Strata Schemes Management Act 1996 (NSW), all Owners both current and future of any Lot shall have the right of exclusive use and special privilege to install storage enclosures on the back wall of the car spaces, so long as the storage enclosure are in accord with the following conditions and stipulations:-
 - 1.1 The Owners/s must maintain the enclosure in a state of good and serviceable repair and appearance and must renew or replace it wherever necessary;
 - 1.2 The Owner/s at his/her /its own cost must repair any damage to the common property occurring in installation, maintenance, replacement, repair, removal or renewal of the enclosure, and be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair of, the common property other relevant part of it;
 - 1.3 The Owner/s must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the enclosure had not been installed;
 - 1.4 The enclosure must be installed by a qualified tradesperson and be of metal construction;

- 1.5 The enclosure must have a maximum height of 2m and a maximum depth of 1m from the rear wall of each car space.
- 1.6 The enclosure must not be fixed to the ceiling of the garage area;
- 1.7 The owner must not obstruct the clear access to, and free air flow from, the ventilators installed in the foundation wall of the garage area.
- 1.8 Flammable materials must not be stored in the garage enclosures.
- 1.9 Prior to the installation of any storage enclosure pursuant to this by-law, the Owner/s must obtain the written consent of the Strata Committee, which shall not be unreasonably withheld, provided the Owner/s make a written request to the Strata Committee which includes details of the storage enclosure to be installed and which complies with the conditions and stipulations of this by-law.

SPECIAL BY-LAW 5

Skylights

A. Definitions

In this by-law, the following definitions and meanings shall apply:

- (i) Words importing the singular include the plural and vice versa;
- (ii) Words importing a gender include any gender;
- (iii) Words defined in the *Strata Schemes Management Act 1996* shall have the meaning given to them in that Act.
- (iv) "The Owner" means the owner or owners from time to time of each of Lots 11,12,13,14,15,16,17,18,19,and 20 in Strata Plan No.73586;
- (v) "The Lot" means each of Lots 11,12,13,14,15,16,17,18,19,and 20 in Strata Plan No.73586, being the Lots on level 3 of the building at 66-70 Lynwood Avenue, Dee Why, New South Wales;
- (vi) "The skylight" means in relation to the Lot, the installation of a fixed skylight, solar tube or sun tunnel skylight in the roof immediately above the Lot being a toughened glass round, square or rectangular skylight to be installed in the roof above the Lot, and associated fixings, flashings and frame, with the frame and flashing of the skylight to match the existing colour of the roof of the building. A square or rectangular skylight is to have maximum dimensions of 550 millimetres by 1180 millimetres and a solar tube or sun tunnel skylight is to have a maximum shaft diameter of 400 millimetres, and maximum external dimensions of 530 millimetres by 530 millimetres.
- (vii) "The Works" means installing, repairing and replacing the skylight.

B. On the conditions set out in this by-law, the Owner of the Lot shall have:-

- (i) A right of exclusive use and enjoyment of the roof space to be occupied by the skylight ("the area"); and

- (ii) A special privilege in respect of the area to install and maintain the skylight.

C. Conditions:-

Before the Works

1. Prior to commencing the Works, the Owner must provide to the Owners Corporation in relation to the Works, a certificate of currency for:-
 - (i) Contractors' All Risks insurance cover in an insurance office of repute (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works), for an amount of not less than \$10 million.
2. Subject to the conditions of this by-law, any other by-law and resolution of the Owners Corporation under *Section 62(3) of the Strata Schemes Management Act 1996*, the Owners Corporation shall continue to be responsible for the proper maintenance and keeping in a state of good and serviceable repair of the common property.
3. The Owner must maintain the area in a state of good and serviceable repair.
4. The Owner must maintain the skylight in a state of good and serviceable repair, and must renew or replace it when necessary.

Performing the Works

5. In exercising the special privilege, the Owner must:-
 - (i) use best-quality and appropriate materials and licensed contractor to install or replace the skylight in a proper and skilful manner.
 - (ii) comply with the Building Code of Australia and all pertinent Australian Standards;
 - (iii) comply with the manufacturers specifications in relation to the manner of installation and use of the skylight;
 - (iv) not allow the obstruction of reasonable use of the common areas of the strata scheme in the course of installing or replacing the skylight, by contractors, building materials, tools, machines, debris or motor vehicles;
 - (vi) remove from the building all debris resulting from the installation or replacement of the skylight immediately upon completion of the Works and do not deposit the debris in the Owners Corporations rubbish bins.
6. The Owner, at his or own expense, must comply with any requirement or order of the local Council, other statutory authority, or Tribunal or Court having jurisdiction, relating to the area and the Works.

Damage

7. The Owner must repair promptly any damage caused or contributed to by the Works, including damage to the property of the Owners Corporation and the property of the owner of occupier of another lot in the strata scheme.

Indemnity

8. The Owner must indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the installation maintenance, use, repair or replacement of the skylight.

Right to Remedy Default

9. If the Owner fails to comply with any obligations under this by-law, then the Owners Corporation may, by its servants, agents or contractors:
- (a) carry out all work necessary to perform those obligations;
 - (b) enter upon any part of the parcel to carry out that work upon giving 7 days' prior written notice to the Owner of its intention to do so; and
 - (c) recover the costs of carrying out that work from the Owner.
10. Such costs, if not paid at the end of one month after becoming due and payable shall bear, until paid, simple interest at an annual rate of 10% or such other rate as is provided in the Strata Schemes Management Regulation 2010, or such regulation as supersedes that Regulation.
11. The Owners Corporation may recover as debt any costs not paid at the end of one month after they become due and payable together with any interest payable and the reasonable expenses of the Owners Corporation incurred in recovering those amounts.

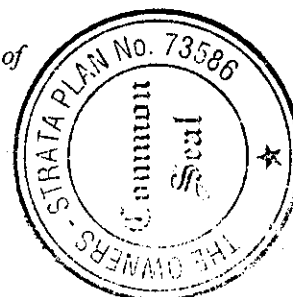
Costs

12. The Owners Corporation shall pay for the preparation, making and registration of this by-law.

The Common Seal of the Owners – Strata Plan No. 73586
was affixed on the 21 day of MARCH 2019 in the presence of

Signature: 

Name: ...MICHELLE RUSSELL.....
being the person authorised by Section 273 of the Strata
Schemes Management Act 2015 to attest the affixing of the seal.



Approved Form 10

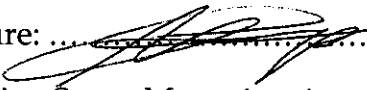
Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 73586 was affixed on *..21..MARCH..2019* in the presence of the following person authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:..... Name: *..MICHELLE RUSSELL*

Authority: Strata Managing Agent



Northern Beaches Council Planning Certificate – Part 2

Applicant: Aldren Conveyancing Services
PO Box 468
DEE WHY NSW 2099

Reference: 20875
Date: 20/02/2020
Certificate No. ePLC2020/1049

Address of Property: 3/66-70 Lynwood Avenue CROMER NSW 2099
Description of Property: Lot 3 SP 73586

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

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

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

State Environmental Planning Policy No 44-Koala Habitat Protection

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion
- Identify additional “Key Sites”
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

Planning Proposal - Manly Creek Riparian Lands, Manly Vale (in the vicinity of “Mermaid Pool”)

Applies to: Crown Land:

- Part Lot 7370 DP1165551 being land adjoining 102 King Street, Manly Vale
- Part Lot 7369 DP1165551 Wandella Road, Allambie Heights, south of Jenna Close, Allambie heights
- Lot 7371 DP1165577
- Part unmade road at the southern end of Wandella Road, King Street, Manly Vale

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).

- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

Planning Proposal - Freshwater Village Carpark Reclassification

Applies to land: Oliver Street carpark and Lawrence Street carpark, Freshwater

Outline: Amends WLEP 2011 to:

- Amend Schedule 4 Part 1 to include reference to the land
- Amend LZN_010 map to change the zoning from RE1 - Public Recreation to SP2 - Infrastructure
- Amend HOB_010 map to implement a maximum height of building of 3 metres.

Council resolution: 27 November 2018

Gateway determination: 23 September 2019

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2020.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

I) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Nil

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land

according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

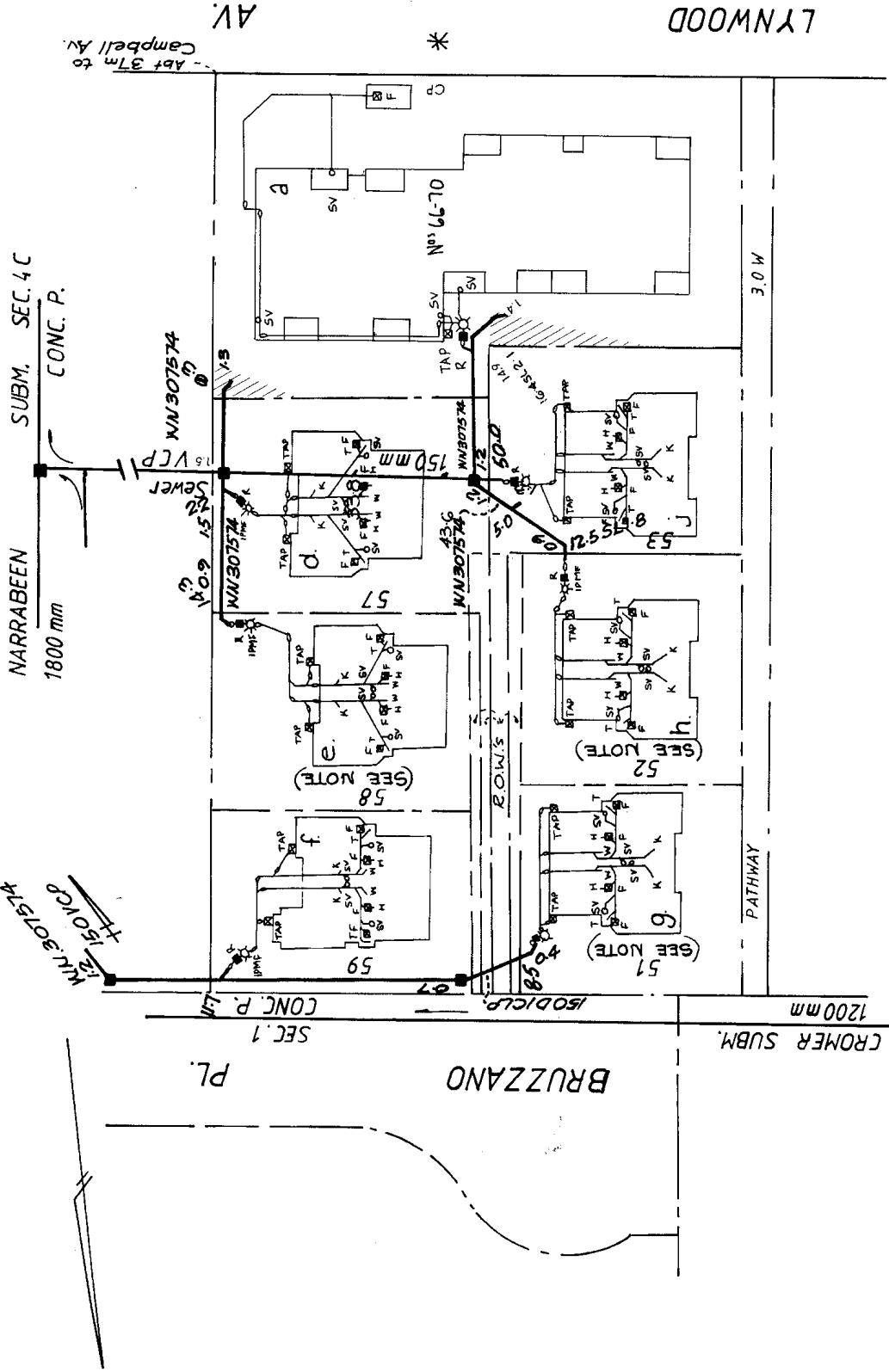
A handwritten signature in black ink, appearing to read 'Ray Brownlee', is written over a horizontal line that extends to the right.

**Ray Brownlee PSM
Chief Executive Officer**

20/02/2020

Copy of Diagram No. 7 6 8 1 8 4 A

Copy of Diagram No.



LOT N°	MINIMUM OVERFLOW LEVEL	MINIMUM FLOOR LEVEL
51	10.60	10.90
52	11.00	11.30
58	10.42	10.72

ALL LEVELS REFER TO AHD. SEE WN 307574

A3 SIZE
DIAGRAM

WN 307574 Gaz. 17.7.92

M.W.S. & D.B.

SEWERAGE SERVICE DIAGRAM

WARRINGAH

MUNICIPALITY OF WARRINGAH

Scale: Approx. 1:500 Distances/depths in metres

DEE WHY

pipe diameters in millimetres

Inspector	DATE OF ISSUE	PLUMBING INSPECTED	YES	NO
Cert. Of Compliance No.	Outfall	Inspector		
Field Diagram Examined by	Drainer	Cert. Of Compliance No.		
Sewer Ref.	Plumber	For Regional Manager		
Sheet No	Tracing Checked by	Boundary Trap is required		
6849				



- SYMBOLS AND ABBREVIATIONS**
- INDICATES - PLUMBING FIXTURES & OR FITTINGS**
- Clear Out
 - Bidet
 - Shower
 - Dishwasher
 - Washing Machine
 - Water Closet
 - Handbasin
 - Soil Vent Pipe
 - Waste Stack
- INDICATES - PLUMBING ON MORE THAN ONE LEVEL**
- SV
 - WS
 - Waste Stack
- SEWER AVAILABLE**
- 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 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 general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendments to these plans. Repairs 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. This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records. (By Law 8, Clause 3).

INDICATES - DRAINAGE FITTINGS

- Manhole
- Chamber
- Lamp Post
- Boundary
- Inspection Shaft
- Pit
- Gully
- P. Trap
- Reflex Valve
- Cleaning Eye
- Vertical Pipe
- Induct Pipe
- Mica Flip
- Junction
- Rodding Point

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

The By-Laws for SP73586 are added to as follows

SPECIAL BY-LAW – BATHROOM RENOVATION - LOT 3

That is be resolved by special resolution pursuant to Section 141 and 143 of the Strata Schemes Management Act 2015 that the following by-law be made and lodged for registration with the Registrar General under the common seal of the Owners Corporation.

1. The Owners Corporation consents to the Owner of Lot 3 ("the Owner") carrying out at that Owner's cost and expense the bathroom renovations including retiling, waterproofing, plumbing, ventilation and electrical works known as "the works".
2. The Owners Corporation grants the Owner a right of exclusive use and enjoyment and a special privilege in respect of the common property within the lot and to commence the works.
3. The Owner will obtain any approvals required from any relevant Authority necessary to carry out the works of requires by any Authority.
4. In carrying out the works the Owner must: -
 - a) Comply with all conditions of approval of the Owners Corporation
 - b) Have the works carried out by an appropriately licensed and insured tradesman in a proper and skilful manner and in compliance with all applicable Building Codes and other Statutes and in order with local Council.
 - c) The contractor or tradesman of builder carrying out the works must have insurance acceptable to the Strata Committee on respect of:
 - Public Liability
 - Workers Compensation
 - Property Damage: and
 - Any Home Owner's warranty insurance required by the Home Building Act.
 - d) Evidence of the insurance referred to in the preceding sub-clause must be submitted to the Strata Committee prior to commencement of the works.
 - e) Perform the works in such a way as to cause minimum disturbance or inconvenience to the other lots or their occupiers and owners. Pedestrian or vehicular access throughout the complex shall not be obstructed by contractors' vehicles.
5. The owner including future owners, at their own cost must repair any damage to the common property or another lot occurring in and from the works.
6. The owner, including future owners, of Lot 3 indemnifies the Owners Corporation and the owners and occupiers of other lots against liability or expense that would not have been incurred if the works had not commenced.
7. After completion of the works approved under this by-law the Owner must produce written certification that the works meet the relevant Australian building and

engineering standards for such works and the structural integrity of the Building has not been compromised by the works.

8. The owner must promptly:
 - (a) Remove all debris resulting from the carrying out of the works from the complex;
and
 - (b) Make good any damage to the common property caused by, or as a result of, the carrying out of the works.
9. In the event of a failure by an Owner or an occupier to comply with an obligation under this by-law, the Owners Corporation may take reasonable steps to remedy the failure.