

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Upstate Suite 15, Level 1, 888 Pittwater Road Dee Why NSW 2099	Phone: 9971 9000 Fax: 9982 6446 Ref: Peter Mosedale
co-agent		
vendor	DL Narrabeen Pty Ltd ACN 627 495 685 ATF DL Narrabeen Unit Trust ABN 95 139 559 342 Suite 16, Level 1, 225-227 Victoria Road Gladesville NSW 2111	
vendor's solicitor	Dentons Australia 77 Castlereagh Street Sydney NSW 2000	Phone: 9035 7447 Fax: 02 9931 4888 Ref: Anne Dalzell
date for completion	28 days from the contract date (clause 15)	
land (address, plan details and title reference)	Apartment 201, 22 Lagoon Street, Narrabeen NSW 2101 Lot 8 in Strata Plan 101346 Folio Identifier: 8/SP101346	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace x 2 <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked:	
A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.		
inclusions	<input type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> cook top <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> oven <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other wine fridge, micro wave, fire place	
exclusions		
purchaser		
purchaser's interest	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	
purchaser's solicitor		
price	\$	
deposit	\$ _____ (10% of the price unless otherwise stated)	
balance	\$	
contract date		
buyer's agent		
guarantor		
GST	The price is inclusive of GST which is payable by the vendor (See clause 55)	
FIRB approval	Treasurer's Approval - Required <input type="checkbox"/> Not required <input type="checkbox"/>	
execution	See execution page	

Choices

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

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

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☒ **yes**

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment) ☐ NO ☒ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: DL Narrabeen Pty Ltd ACN 627 495 685 ATF DL Narrabeen Unit Trust

Supplier's ABN: 95 139 559 342

Supplier's GST branch number (if applicable):

Supplier's business address: 25 Nelson Parade, Hunters Hills NSW 2110

Supplier's email address: info@developmentlink.com.au

Supplier's phone number: (02) 9879 7155

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input checked="" type="checkbox"/> 22 <i>clearance certificate</i> <input checked="" type="checkbox"/> 23 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 59

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS –

Execution page

Signed by DL Narrabeen Pty Ltd ACN 627 495
685 ATF DL Narrabeen Trust under power of
attorney:

Attorney – signature

Attorney – print name

Position held

Signed by the purchaser:

Name

Signed by the purchaser:

Address of witness

Name

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under s14-250(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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the GST Act have the same meaning in this clause.
- 13.2 Normally, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a GSTRW payment the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a GSTRW payment notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the settlement cheque to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

- 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'</i> <i>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*.

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

- 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 or 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*.

- 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.

Lot 1-9 / 22 Lagoon Street NARRABEEN NSW 2101

Contract for the Sale of Land

**These are additional clauses to the
Contract for the Sale of the Land**

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33. Definitions and Interpretation

33.1 Definitions

The following words have these meanings in this contract unless the contrary intention appears.

Apartment means the apartment sold under this contract and comprising part of the property.

Arrangements means the arrangements referred to in clause 44.1(a).

Bank Guarantee means a deposit guarantee bond or an unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution as approved by the vendor, and which must be in a form and on terms acceptable to the vendor in its absolute discretion.

At the date of this contract, the vendor will only accept bonds or bank guarantees from AMP Bank, ANZ, Bank of Queensland, Bank of Western Australia, Bendigo and Adelaide Bank, CBA, Citibank, HSBC, Macquarie Bank, NAB, St George, Suncorp and Westpac. The vendor will only consider deposit bonds from QBE.

Building means the improvements within the Strata Scheme.

Common Property means the common property in the Strata Scheme.

Conveyancing Act means the *Conveyancing Act* 1919.

Council means Northern Beaches Council.

EPA Act means the *Environmental Planning and Assessment Act* 1979, as amended.

Expert Determinator means a person nominated by the Resolution Institute at the request of either the vendor or the purchaser.

FIRB Act means *Foreign Acquisitions and Takeovers Act* 1975.

Foreign Person has the same meaning as in the FIRB Act.

Governmental Agency means any government, semi or local government, statutory, public or other authority having jurisdiction over the Development Site.

GST means Goods and Services Tax payable under the GST Act.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guarantor means the person referred to as guarantor on the front page of this contract.

Insurance Certificate means a certificate of insurance evidencing the contract of insurance required under Part 6 of the *Home Building Act* 1989 for the carrying out of the Works.

Interest Rate means 12% per annum.

Major Defect means a fault or defect in the property that makes the property uninhabitable.

Normal Expenses means normal operating expenses usually payable from the administrative fund of the Owners Corporation.

Occupation Certificate means an original or a copy of an occupation certificate within the meaning of the EPA Act in relation to the Building or part of the Building that includes the property and access to the property.

Planning Certificate means the certificate or certificates under section 10.7 of the EPA Act, a copy of which is attached to this contract.

Prohibited Entity means any person or entity which:

- (a) is a "terrorist organisation" as defined in Part 5.3 of the Criminal Code Act 1995; or
- (b) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the Charter of the United Nations Act 1945 which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.

Recipient means a *party* who provides or is liable to provide consideration under this contract for a supply.

Service means any service provided to the Building including cold water, hot water, non-potable water, electricity, gas, telecommunications, artificial heated or cooled air and sewerage.

Service Provider means any provider of a Service.

Standard Requisitions means the requisitions of title annexed to the contract

Standard Replies means the replies to requisitions of title annexed to the contract

Supplier means a *party* to which the Recipient provides or is liable to provide consideration under this contract for a supply.

Supply means a supply made under or in connection with this contract.

Tax Act means the *Income Tax Assessment Act 1997*.

Treasurer means the Treasurer of the Commonwealth of Australia.

Treasurer's Approval means the approval of the Treasurer to the purchaser's acquisition of the property.

Trust means DL Narrabeen Unit Trust as varied, substituted, supplemented or resettled from time to time.

Trust Document means the document or documents governing the Trust.

33.2 Interpretation

In this contract:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention;
- (b) a reference to this contract or another instrument includes any variation or replacement of any of them;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) words implying a gender imply any gender;
- (f) “**person**” includes an individual, the estate of an individual (including executors and administrators), a corporation, an authority, an association or a joint venture (whether incorporated or not), a partnership, successors, substitutes (including persons taking by novation) and assigns;
- (g) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (h) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
- (k) a reference to time is a reference to Sydney time;
- (l) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (m) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment, or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (n) “**includes**” in any form is not a word of limitation;
- (o) a reference to “**\$**” or “**dollar**” is to Australian currency;
- (p) “**Item**” is an item in the Reference Schedule; and

any words and phrases not defined in clause 32.1 that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in clause 55 as in that Act.

Items appearing in this contract in this format are notes only. They explain the reason for the contractual term. They are included for

**34. Amendm
ent of
printed provisions**

information purposes and do not form part of the contractual provisions.

The printed provisions of this contract are amended as follows:

34.1 Amendments

Clauses 1-32 are amended as follows:

- (a) Clause 1 – replace the definition of "adjustment date" with "the earlier of the date for completion date, the date possession is given to the purchaser and the date of actual completion";
- (b) Clause 1 – in the definition of "bank" delete "a building society or a credit union";
- (c) Clause 1 – in the definition of "clearance certificate" delete from "that" to the end of the definition;
- (d) Clause 1 – amend definition of "depositholder" to delete "vendor's agent (or if no vendor's agent is named in this contract" so the depositholder is the vendor's solicitor,
- (e) Clause 1 – delete the definition of "FRCGW remittance" and replace with "remittance amount the amount payable in accordance with section 14-200(2) of the TA Act".
- (f) Clause 2.4 - delete "by giving cash (up to \$2,000) or";
- (g) Clause 2.9 – delete;
- (h) Clause 3 – delete;
- (i) The first line of clause 7.1 is replaced with "The vendor can rescind (and need not establish reasonable grounds for doing so) in the case of claims that are not claims for delay;"
- (j) Clause 7.1.1 is deleted;
- (k) Clause 7.1.3 is replaced with "the purchaser does not serve notice waiving the claims *within* 5 business days after that *service*; and";
- (l) Clause 7.2.2 is replaced with "the amount held is to be invested in accordance with clause 50";
- (m) Clause 8.1.1 – delete ", on reasonable grounds,";
- (n) Clause 8.1.3 – delete "14 days" and replace with "7 days".
- (o) Clause 9.1 is replaced with "keep or recover the deposit (including interest earned on it);"
- (p) Clause 10.1, line 1 is replaced with "The purchaser cannot make a claim, objection, requisition, delay completion, rescind or terminate in respect of-";
- (q) Clauses 10.1.8 and 10.1.9 are amended by adding "or existence" after "substance";

- (r) Clause 10.1.10 is included 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.";
- (s) Clause 10.2 – add "make a claim, objection, requisition, delay completion or" after "cannot";
- (t) Clause 12 – delete;
- (u) Clause 13 – delete clauses 13.2, 13.3 and 13.5 to 13.11 inclusive;
- (v) Clauses 14.4, 14.5 and 14.7 are deleted;
- (w) Clause 14.8 – add "by any competent authority" after "started";
- (x) Clause 16.7 – delete "by giving cash (up to \$2,000) or";
- (y) Clause 16.8 – delete;
- (z) Clause 19.3 is included as follows "Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017* (NSW) is the remedy prescribed by that regulation";
- (aa) Clause 20.6.3 – add at the end "(this clause 20.6.3 also applies to any document in an action in connection with this contract including any writ of summons or other originating process)";
- (bb) Clause 20.6.5 – delete "unless it is not received" and add at the end "and is taken to have been received at the time shown in the transmission report that the whole fax was sent";
- (cc) Clauses 22-29 are deleted;
- (dd) Clause 30.5 – delete "Normally, the vendor must within 7 days of the effective date" and replace with "The vendor must within 2 business days of serving a Registration Notice";
- (ee) Clause 30.7 – replace "7" with "2";
- (ff) Clause 30.14 – delete;
- (gg) Clause 30.15.2 – delete "immediately" and replace "within 10 business days";
- (hh) Clause 31.2.1 – add "which must include the vendor's address and email address as noted on the front page of this contract or otherwise notified to the purchaser";
- (ii) Clause 31.2.2 – add "or attend to payment of the FRCGW remittance at completion in a manner acceptable to the Australian Taxation Office and agreed to by the vendor and purchaser";
- (jj) Clause 31.2.3 – add "unless already paid on completion in accordance with clause 31.2.2";
- (kk) Clause 31.4 – delete "7 days" and replace with "3 business days";
- (ll) Clause 31.5 – delete "in respect of every vendor" and replace with "in respect of every registered proprietor of the land"; and
- (mm) Clause 31.6 is included as follows "The purchaser indemnifies the vendor against any costs, charges, interest or penalties incurred directly or indirectly as a result of

the purchaser's failure to pay the FRCGW remittance to the Australian Tax Office in accordance with clause 31.2.3."

34.2 Inconsistency

If there is any inconsistency between the printed provisions of this contract and these additional clauses, these additional clauses prevail.

35. Representations, warranties and acknowledgments by purchaser

35.1 Purchaser representations and warranties

The purchaser represents and warrants that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties by, the vendor, the vendor's agent or persons on behalf of the vendor about the subject matter of this contract (including representations or warranties about the construction, nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract (including those in clause **Error! Reference source not found.**);
- (b) the purchaser has obtained appropriate independent advice on and is satisfied about:
 - (i) the purchaser's obligations and rights under this contract;
 - (ii) the nature of the property and the purposes for which the property may be lawfully used; and
 - (iii) the purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building;
- (c) the purchaser was not introduced to the vendor or the property directly or indirectly through or by any real estate agent other than the vendor's agent named on the front page; and
- (d) the purchaser has not entered into this contract as a trustee of a trust.

35.2 Purchaser Acknowledgments

The purchaser acknowledges that the vendor has entered into this contract on the basis that the representations and warranties contained in clause 35.1 are true and not misleading.

36. vendor's obligations to repair

36.1 Defects

The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable notice has been *served* by the purchaser, any defects in the property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which notice is *served* by the purchaser within three (3) months after completion. The purchaser may not *serve* notice of defects on more than one occasion.

36.2 Common Property

The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable written notice has been served on the vendor, any defects in the Common Property due to faulty materials or workmanship (excluding minor shrinkage and minor settlement cracks) of which written notice is served on the vendor by the Owners Corporation within three (3) months after the date of registration of the Strata Plan. The Owners Corporation may not serve notice on the vendor of defects on more than one occasion.

36.3 Disagreement regarding defects

If there is any disagreement in connection with clause 36 either the vendor or the purchaser may refer the disagreement to an Expert Determinator.

36.4 Expert Determination

The Expert Determinator will act as an expert and not as an arbitrator and the Expert Determinator's decision will be final, conclusive and binding on the parties. The costs of the determination are to be paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about costs, then they are to be paid by the vendor if the Expert Determinator decides in favour of the purchaser, and by the purchaser in all other cases.

36.5 Notice of defect

If the purchaser serves a notice under clause **Error! Reference source not found.**, the purchaser must serve it to the vendor directly and not to the vendor's agent or the vendor's solicitor.

37. Strata Title

37.1 Adjustment of regular periodic contributions

On completion the vendor and the purchaser must adjust under clause 14.1 any regular periodic contributions to the administrative fund and the capital works fund of the Strata Scheme and any regular payment under a by-law of the Owners Corporation.

37.2 Vendor liability

The vendor is liable for any contribution levied by the Owners Corporation other than a contribution referred to in clause 37.1:

- (a) if the contribution is levied before completion; or
- (b) if the contribution is levied after completion, to the extent the contribution relates to:
 - (i) money borrowed by the Owners Corporation before the date of completion;
 - (ii) work started by the Owners Corporation before the date of completion; or
 - (iii) an obligation of the Owners Corporation to a competent authority existing at the date of completion.

37.3 Normal expenses

On completion the vendor and the purchaser must adjust under clause 14.1, on a unit entitlement basis, any Normal Expenses paid by the vendor that have not been reimbursed to the vendor at completion.

37.4 Work orders

Clause 11 does not apply to any notice with which the Owners Corporation must comply.

37.5 Section 22 Notice

The purchaser must submit with the transfer tendered under clause 4 a notice in duplicate under section 22(1) of the Strata Management Act signed by the purchaser. The vendor must sign both copies of the notice and on completion insert the date of delivery of the transfer. The vendor must give one copy of the notice to the Owners Corporation and the other copy to the purchaser who may, on behalf of the vendor, send it to the Owners Corporation..

37.6 Section 184 certificate

The vendor is not obliged to give the purchaser a certificate under section 184(1) of the Strata Management Act. The vendor authorises the purchaser to apply for any certificate and to apply for and make any inspections available from the Owners Corporation under section 184 of the Strata Management Act. If, before completion, the vendor provides a certificate under section 184(1) of the Strata Management Act, the purchaser must reimburse the vendor for the cost of the certificate as an adjustment at completion.

38. Interest and notice to complete

38.1 Interest

If the purchaser completes this contract but does not do so on or before the completion date, then on completion the purchaser must pay the vendor interest at the Interest Rate on the price and any other amount payable by the purchaser to the vendor under this contract from, but excluding, the completion date to and including the date of actual completion.

38.2 Payment of interest essential

Payment of interest in accordance with this clause 43 is an essential term of this contract.

38.3 Completion booking cancellation

If the purchaser makes a settlement booking with the vendor's solicitor and then without default or delay on the vendor's part, cancels completion or fails to complete by 4.30pm, the purchaser must allow in favour of the vendor an amount of \$150 (inclusive of GST) for the legal costs incurred by the vendor in re-convening completion in respect of each cancellation.

Vendor delay

The purchaser need not pay interest under this clause 38 for as long as the purchaser is ready, willing and able to complete and completion cannot take place because the vendor cannot complete.

38.4 Notice to complete

- (a) If the purchaser does not complete this contract on the completion date, the vendor may serve a notice to complete on the purchaser requiring the purchaser to complete this contract within ten *business days* from the date of the service of the notice to complete and making that date and time an essential date and time for completion. If the purchaser fails to complete on the date and time set out in the notice to complete, the vendor may *terminate* this contract.

- (b) A notice to complete will be reasonable and sufficient as to time if a period of ten *business days* from the date of service of the notice is allowed for completion.
- (c) If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitor by a separate settlement cheque at completion of this contract.

39. Certain provisions apply after completion

The provisions of this contract intended to have application after completion continue to apply despite completion.

40. Exercise of certain rights to *rescind*

If a right to *rescind* given under this contract is not exercised within the period specified for its exercise it lapses immediately and may not be exercised.

41. Encumbrances

41.1 Discharge and withdrawals

If a mortgage or caveat is recorded on the folio of the Register for the property the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the property.

41.2 Purchaser caveats

If a caveat lodged by or on behalf of the purchaser, any assignee of the purchaser's interest under this contract or any person claiming through or under the purchaser is recorded on the folio of the Register for the property the purchaser must complete this contract despite that caveat.

41.3 Registrable form

A discharge of mortgage or withdrawal of caveat given under clause 51.1 must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

42. Caveat by Purchaser

42.1 No caveat

The purchaser must not lodge a caveat for recording on the folio of the register for the Building or any part of the Development Site.

42.2 Caveat

The purchaser may lodge a caveat for recording on the folio of the register for the property after the issue of the folio of the register for the property.

43. Purchaser's obligations about Designated Matters

43.1 Vote in favour

Subject to the provisions of any relevant law, if required by the vendor at or after completion, the purchaser must:

- (a) vote in favour of any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes in favour of any motion) for a resolution of the Owners Corporation to implement or give effect to any of the Designated Matters; and
- (b) vote against any motion (and use all reasonable endeavours to ensure that an enrolled mortgagee of the property votes against any motion) for a resolution of the Owners Corporation which, if passed, would delay or prevent the implementation or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.

43.2 Purchaser to procure transferee

The purchaser must:

- (a) ensure that a transferee of the property from the purchaser enters into a contract in the terms of this clause 52 (and incorporating into that contract the terms of clauses **Error! Reference source not found.**, **Error! Reference source not found.**, 43, 44, 46 and 47 of this contract) in such form as the vendor reasonably requires; and
- (b) use all reasonable endeavours to ensure any enrolled mortgagee of the property complies with this clause 52.

43.3 Purchaser to refrain

The purchaser must not:

- (a) do anything which would prevent the purchaser exercising a vote in respect of the property;
- (b) do anything, including make an application to or commence any proceedings in a court or tribunal which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters; or
- (c) procure or request any person to do anything which may delay or prevent the implementation of or giving effect to any of the Designated Matters or the vendor's exercise of rights in relation to the Designated Matters.

43.4 No objection to Designated Matters

The purchaser may not make any objection, *requisition*, claim, delay completion, *rescind* or *terminate* because of the Designated Matters.

44. Arrangements

44.1 Arrangements regarding Strata Scheme

The purchaser acknowledges that:

- (a) it may be necessary to make arrangements in respect of the Strata Scheme which regulate matters affecting the Strata Scheme and which fairly apportion obligations and responsibilities associated with the Strata Scheme;
- (b) it is not possible for the Arrangements to cover all situations which may arise;
- (c) the Arrangements may require variation from time to time to take account of altered circumstances;
- (d) the Owners Corporation will be required to comply with its obligations under the Arrangements;
- (e) the Arrangements may confer on the Owners Corporation and its members' rights subject to conditions to use parts of the Building outside the Strata Scheme;
- (f) the Arrangements may confer on persons other than the Owners Corporation and its members' rights subject to conditions to use parts of the Common Property and services and facilities on the Common Property; and
- (g) the Arrangements may be embodied in any instrument setting out the easements, restrictions on use of land and positive covenants created under section 88B of the Conveyancing Act registered with a deposited plan and the Strata Plan Instrument or in one or more of them.

44.2 Reasonable endeavours regarding apportionment

The vendor agrees to use all reasonable endeavours to ensure that the apportionment referred to in clause 44.1 is made in a way which allocates the cost of meeting the obligations and responsibilities among the relevant parties in a manner which in all the circumstances is fair and reasonable at the time of the apportionment.

44.3 No objection to Arrangements

Despite any other provision in this contract, the purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor exercises its rights under this clause 44.

45. Council rates, water and sewerage rates and land tax

45.1 Council rates

If, at completion, a separate assessment for council rates in respect of the property for the year current at completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:

- (a) the vendor must pay or procure the payment of the actual separate assessment if and when it issues; and
- (b) on completion the purchaser must adjust the amount referred to in Item 4.1 (in respect of Council rates) and Item 4.2 (in respect of water and sewerage rates) in accordance with clause 14.

45.2 Vendor to pay

The vendor must, before completion, pay or procure the payment of:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates,

issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of rates.

45.3 Land tax

The vendor requires a land tax adjustment on completion for the year current at completion. The purchaser must adjust the amount referred to in Item 4.3 in accordance with clause 14 and no regard is to be had to any actual assessment for any land which includes the property or for the property, which is issued for the year current at completion.

45.4 Payment of land tax

Before completion the vendor must pay or procure the payment of any assessment for land tax issued before completion for any land which includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.

46. Selling and Leasing Activities

Both before and after completion and until the vendor completes the sale of all lots in the Building, the vendor and persons authorised by the vendor may:

- (a) conduct selling and leasing activities in and about the Development Site;
- (a) place in and about the Development Site, (but not the property, after completion) signs in connection with those selling and leasing activities; and
- (b) place in and about the Development Site, (but not the property, after completion) offices and other facilities for sales people.

47. Development Activities

47.1 Development Activities

The purchaser acknowledges that the Development Activities will not be completed by completion and that the vendor will continue to carry out Development Activities after completion.

47.2 No objection to Development Activities

The purchaser may not make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because the vendor is carrying out Development Activities.

47.3 Reasonable endeavours of vendor

In carrying out Development Activities the vendor must use reasonable endeavours to ensure that the purchaser is caused as little inconvenience as is reasonably practicable.

48. Planning Certificate

48.1 Purchaser's acknowledgments

The purchaser acknowledges the specific disclosure by the vendor in the Planning Certificate of the environmental planning instruments affecting the property (including draft environmental planning instruments) as notified by Council. The purchaser represents and warrants that:

- (a) it has made its own enquiries in relation to the matters noted in or that should be noted in the Planning Certificate;
- (b) it has inspected the Planning Certificate, the instruments referred to in the Planning Certificates and the instruments referred to in this clause 48.1;
- (c) it is aware of any defects in the Planning Certificate and accepts the Planning Certificate with any defects; and
- (d) it is aware of all restrictions and prohibitions on the property, the Building and the Development Site.

48.2 No objection to Planning Certificate

The purchaser may not, subject to anything to the contrary in part IV of the Conveyancing Act, make any claim, objection, *requisition*, delay completion, *rescind* or *terminate* because of anything referred to in or omitted from the Planning Certificate. If the purchaser makes any claim that this contract does not comply with a requirement of part IV of the Conveyancing Act the purchaser bears the onus of establishing that this contract does not comply with the requirement.

49. Insolvency

- (a) Without affecting any other rights of either party, if the purchaser (or any of them) is a company and before completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, the purchaser is in breach of an essential term of this contract and the vendor may *terminate* this contract in which event the deposit will be forfeited to the vendor.
- (b) If the purchaser (or any of them) is a natural person and prior to completion dies, the vendor may *rescind* this contract in accordance with clause 19.
- (c) If the purchaser (or any one of them) is a natural person and prior to completion commits an act of bankruptcy or has a trustee in bankruptcy appointed to his or her assets, the vendor may *rescind* this contract in accordance with clause 19.

If the vendor is placed under administration or in receivership or liquidation, the vendor's financiers will require that the purchaser remains bound by the contract. This will not affect the purchaser's rights in relation to the Sunset Date.

50. Statements from quantity surveyor

50.1 Depreciation schedule

If requested by the purchaser before completion, the vendor will at or as soon as reasonably practicable after completion provide to the purchaser the name and contact details of a quantity surveyor who will be able to, at the purchaser's cost provide the following statements:

- (a) a statement describing each item of plant and equipment contained in the property;
- (b) a statement describing each item of plant and equipment contained in the Common Property; and
- (c) a statement which contains sufficient details of the cost of all such plant and equipment in the Building (together "**capital works**") to enable the purchaser to calculate how Division 43 of the Tax Act applies to the purchaser.

50.2 No warranty regarding depreciation schedule

The vendor does not warrant the accuracy or completeness of the information contained in any statement provided pursuant to clause 50.1

50.3 No warranty regarding income tax deductions

The vendor does not represent or warrant that the purchaser will be entitled to claim income tax deductions under the Tax Act in respect of the capital works.

51. Guarantee

- (a) The provisions of this clause apply if the purchaser is a corporation other than a public company listed on an Australian stock exchange.
- (b) In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (i) the payment of all money payable by the purchaser under this contract; and
 - (ii) the performance of all the purchaser's other obligations under this contract.
- (c) The Guarantor:
 - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract; and
 - (ii) must pay on demand any money due to the vendor under this indemnity.
- (d) The Guarantor is jointly and severally liable with the purchaser to the vendor for:
 - (i) the purchaser's performance of its obligations under this contract; and
 - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract, or the termination of this contract by the vendor.

- (e) Until the vendor has received all money payable to it under this contract, and the purchaser and the Guarantor have performed all their obligations under this contract, neither the purchaser nor the Guarantor may:
 - (i) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
 - (ii) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (f) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- (g) The Guarantor's obligations are not affected if:
 - (i) the vendor releases or enters into a composition with the purchaser;
 - (ii) a payment made to the vendor is later avoided; or
 - (iii) the vendor assigns or transfers the benefit of this contract.
- (h) If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- (i) The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
 - (i) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release (including without limitation a release as part of a novation) or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (v) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - (vi) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, or unenforceable; or
 - (vii) the winding-up of the purchaser.
- (j) The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the contract has been completed or title has been transferred to the purchaser provided that upon payment the vendor will transfer the property to the purchaser in accordance with the contract.

52. Annexure

The vendor does not warrant the accuracy or completeness of any document or plan annexed to or referred to in an annexure to this contract.

53. Governing law, jurisdiction and service of process

53.1 New South Wales law

This contract is governed by the law in force in New South Wales.

53.2 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

53.3 Service

- (a) Any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.
- (b) Without limiting any other provision in the contract, the vendor may serve any notice or document by email to the to the purchaser's solicitor's email address including as an electronic attachment to the email, and is taken to have been received at the time and on the date shown in the sender's sent emails report recording that the email was sent.

54. Objection and *requisitions* on title

The purchaser agrees that the only objection or *requisitions* on title that the purchaser may make under clause 5 are the Standard Requisitions. The purchaser is deemed to have made the Standard Requisitions and the vendor is deemed to have made the Standard Replies. Nothing in this clause prevents the vendor from amending the Standard Replies prior to completion.

55. GST

55.1 Interpretation

- (a) Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ('the GST Act') have the same meaning in this clause.
- (b) In this clause 55:
 - (i) "**Purchaser GSTRW payment form**" means a form to be given by the purchaser to the Commissioner of Taxation as notification of the purchaser's obligation to make a GSTRW payment;

- (ii) **“Purchaser Settlement Confirmation Notice”** means a form to be given by the purchaser (or the purchaser’s agent) to the Commissioner as notice of the date for completion of this contract;
- (iii) **“Vendor GSTRW Notice”** means a written notice stating whether the purchaser is required to make a GSTRW payment in relation to the sale or supply of the property.

55.2 Price includes GST

The Price shown in this contract includes GST. If the vendor is liable to pay GST in respect of the sale or supply of the property or the purchaser is required to make a GSTRW payment, the Price will not be increased to include an additional amount for GST.

55.3 Margin scheme

The parties agree that the vendor will calculate GST under the margin scheme. The purchaser acknowledges that the purchaser may not claim an input tax credit in respect of the GST paid by the purchaser (which is included in the Price) and the vendor is not required to give the purchaser a tax invoice.

55.4 Vendor to give GST notification

The purchaser is required to make a GSTRW payment in respect of a supply made under or in connection with this contract

Payment of GSTRW payment

- (a) The purchaser must as an essential term lodge a duly completed GSTRW payment notification form with the Australian Taxation Office and give evidence of having done so to the vendor by no later than five (5) business days prior to the date for completion.
- (b) As a condition of completion, the purchaser must serve on the vendor a notice stating the Lodgement Reference Number and Payment Reference Number (or other relevant identification number) issued by or on behalf of the Commissioner of Taxation to the purchaser upon lodgement of the GSTRW payment notification form or Purchaser Settlement Confirmation Notice.
- (c) The purchaser must make a GSTRW payment at completion by paying the amount specified in the Vendor GSTRW Notice by either:
 - (i) where completion takes place in the Electronic Workspace in accordance with clause 30 of the printed conditions, paying the GSTRW payment to the Australian Taxation Office through that facility; or
 - (ii) where completion does not take place in the Electronic Workspace in accordance with clause 30 of the printed conditions, giving the vendor a bank cheque for the GSTRW payment drawn in favour of the Commissioner of Taxation. The vendor must promptly remit the bank cheque to the Australian Taxation Office.

55.5 Purchaser Settlement Confirmation Notice

The purchaser will supply the vendor with a copy of GST Form 2 notice after completion

55.6 Parties to co-operate

The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:

- (a) providing any information reasonably requested by the other party; and
- (b) making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.

56. Privacy Act

56.1 Consent

The purchaser and the Guarantor each consent to its personal information being:

- (a) used by the vendor;
 - (i) in connection with the vendor's business; and
 - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor:
 - (i) if required or permitted by law; or
 - (ii) as specified in any applicable privacy statement; or
 - (iii) if the purchaser or the Guarantor consent; or
 - (iv) to any person with whom the vendor deals in connection with the vendor's business, including persons who are overseas.

57. Prohibited Entities

The Purchaser:

- (a) represents and warrants that it is not a Prohibited Entity and is not owned or controlled by, or acts on behalf of, any Prohibited Entity; and
- (b) indemnifies the vendor against any non-compliance by the vendor with all anti-terrorism legislation in Australia including, without limitation, Part 4 of the Charter of the United Nations Act 1945 and Part 5.3 of the Criminal Code Act 1995 due to a breach by the purchaser of its representation or warranty in clause 57(a).

58. Foreign Acquisitions and Takeovers Act 1975

58.1 Purchaser to provide information

On or before the date of this contract (or another date nominated by the vendor) the purchaser must:

- (a) if the purchaser is a Foreign Person, notify the vendor of that fact; and
- (b) whether or not the purchaser is not a Foreign Person, give to the vendor:
 - (i) the purchaser's full name, address and nationality; and
 - (ii) if the purchaser is a company or trustee of a trust, the names, addresses and nationalities of the shareholders and directors of the company or the names, addresses and nationalities of the beneficiaries under the trust; and

- (iii) any other information required by the Treasurer.

58.2 Treasurer's Approval

- (a) If the purchaser informs the developer under clause 58.1 that the purchaser is a Foreign Person, the purchaser must
 - (i) apply for the Treasurer's Approval within 14 days of the date of this contract and provide the vendor with a copy of that application within 21 days of the date of this contract;
 - (ii) use best endeavours to obtain the Treasurer's approval within 30 days of the date of this contract; and
 - (iii) provide to the developer or its solicitor a copy of:
 - (A) the Treasurer's Approval and any conditions attaching to the Treasurer's Approval; or
 - (B) a copy of the Treasurer's refusal of the purchaser's application.
- (b) If the purchaser complies with its obligation under clause 58.2(a) and the purchaser application is refused the vendor or purchaser may rescind this contract by written notice to the other.

58.3 Indemnity

If the purchaser does not comply with its obligations under this clause:

- (a) the purchaser is in breach of an essential term of this contract and the vendor may terminate this contract in which event the deposit will be forfeited to the vendor; and
- (b) the purchaser indemnifies the vendor and must compensate the vendor for any consequential loss of profit, damage, penalty, fine or legal costs incurred by the vendor arising from that failure.

59. Disputes, claims or disagreements

59.1 Purchaser is Foreign Person

This clause applies when:

- (a) the purchaser's address on Page 1 of the contract is located outside Australia; or
- (b) the purchaser is a Foreign Person within the meaning of the FIRB Act.

59.2 Arbitration

Where the purchaser falls within the class of purchasers described in clause 59.1, then despite any other provision of this contract, any dispute, disagreement, controversy or claim arising out of, relating to, or in connection with this contract, including any question regarding its existence, validity, the performance, rescission or termination of it must be resolved by arbitration in accordance with the Australian Centre for International Arbitration Rules; and

- (a) the seat of arbitration must be Sydney, Australia; and
- (b) the language of the arbitration must be English; and

- (c) the number of arbitrators is to be one; and
- (d) the arbitration may be determined on the basis of written statements of evidence and submissions and (if both parties agree), without an oral hearing unless the arbitrator determines that an oral hearing is required.

60. Home Building Act

- (a) A Certificate of Insurance complying with section 92 & 96 of the *Home Building Act* 1989 is annexed to the contract.
- (b) The purchaser has reviewed the insurance and shall not make any claim, requisition or delay completion with any matter arising or disclosed in the policy.

61. Capital gains withholding tax clearance certificate

- (a) This clause applies if the price is equal to or greater than \$750,000.
- (b) The purchaser acknowledges and agrees that if a clearance certificate is attached to this contract or before completion the vendor serves a clearance certificate, the purchaser is not required to withhold any part of the purchase price pursuant to subdivision 14-D Schedule 1 Taxation Administration Act 1953 (Cth).

Reference Schedule

Item 1

Copies of the following documents are attached and marked with the annexure number referred to alongside:

1. Folio Identifier
2. Strata Plan
3. Dealings
4. Planning Certificate
5. Sewer Service Diagram and Sewer Reference Sheets
6. Standard Requisitions and Standard Replies
7. Insurance
8. Clearance Certificate

Item 4

Item 4.1

Council Rates

1 bedroom Apartments - \$1,250 per annum
2 bedroom Apartments - \$1,500 per annum
3 bedroom Apartments - \$1,750 per annum

Item 4.2

Water Rates - \$250.00 per quarter

Item 4.3

Land Tax

1 bedroom Apartments - \$3,000 per annum
2 bedroom Apartments - \$4,000 per annum
3 bedroom Apartments - \$5,000 per annum



FOLIO: 8/SP101346

SEARCH DATE	TIME	EDITION NO	DATE
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12/5/2020	9:59 AM	1	5/5/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 8 IN STRATA PLAN 101346
AT NARRABEEN
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

DL NARRABEEN PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101346
2 AN866781 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP101346

SEARCH DATE	TIME	EDITION NO	DATE
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7/5/2020	9:07 AM	1	5/5/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101346
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NARRABEEN

LOCAL GOVERNMENT AREA NORTHERN BEACHES

PARISH OF MANLY COVE COUNTY OF CUMBERLAND

TITLE DIAGRAM SP101346

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101346

ADDRESS FOR SERVICE OF DOCUMENTS:

22 LAGOON STREET

NARRABEEN

NSW 2101

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 F898793 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 AQ36390 POSITIVE COVENANT
- 5 AQ36391 POSITIVE COVENANT
- 6 AQ36392 POSITIVE COVENANT
- 7 AQ36393 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 101346

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1259	2	- 976	3	- 1101	4	- 614
5	- 1039	6	- 944	7	- 913	8	- 1637
9	- 1511	10	- 6				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

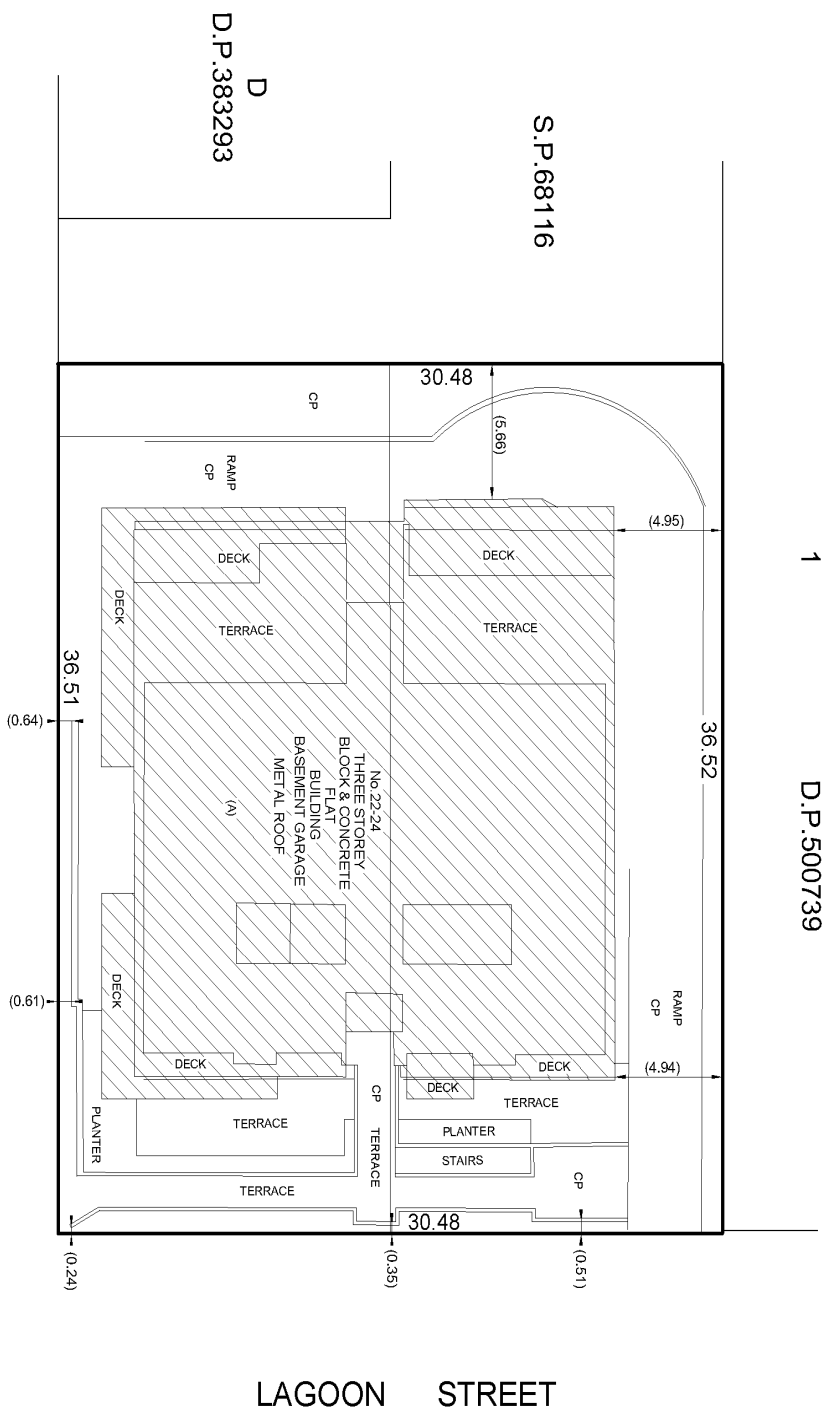
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PRINTED ON 7/5/2020

Req:R023896 /Doc:SP 0101346 P /Rev:06-May-2020 /NSW LRS /Pgs:ALL /Prt:07-May-2020 09:08 /Seq:1 of 8
 © Office of the Registrar-General /Src:INFOTRACK /Ref:38228173

SURVEYOR Name: ADAM CLERKE Date: 26/02/2020 Reference: 9718SP		PLAN OF SUBDIVISION OF LOT 1 IN D.P.1259253		L.G.A.: Northern Beaches Locality: Norrdbeen Reduction Ratio 1:200 Lengths are in metres.		Registered 5/05/2020		SP101346	
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WELLINGTON STREET
 LOCATION PLAN



⊥ ... DENOTES RIGHT ANGLE

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER /BEAMS ARE COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.

Reference: 9718SF

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 1 IN D.P.1259253

L.G.A.: Northern Beaches

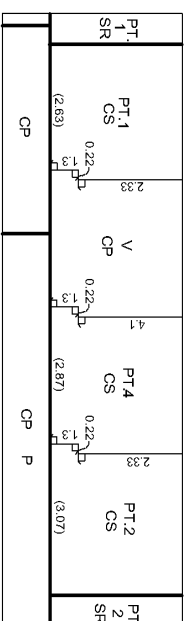
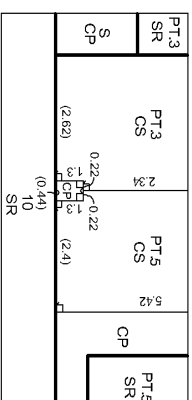
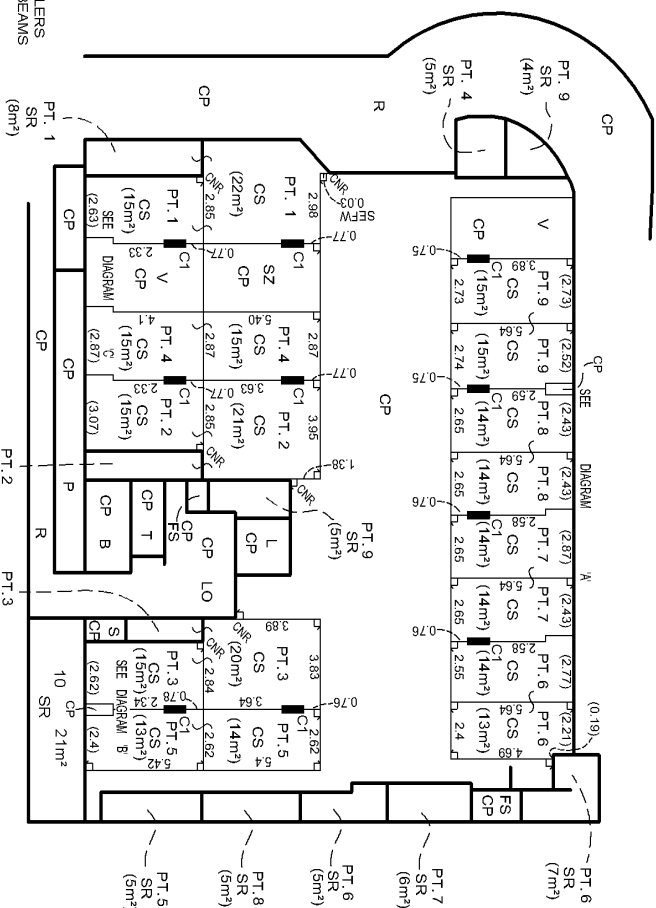
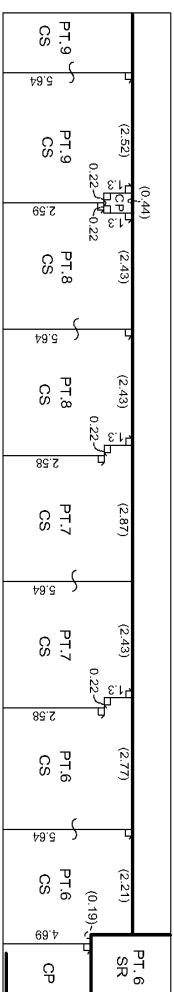
Locality: Narrabeen

Lengths are in metres.

Registered

5/05/2020

SP101346



NOTES:

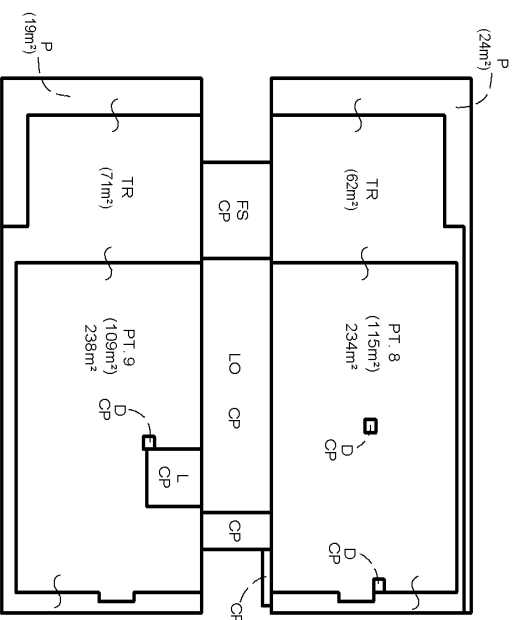
- CP... COMMON PROPERTY
- D... DUCT
- FS... FIRESTAIRS
- L... LIFT
- LO... LOBBY
- P... PLANTER
- TR... TERRACE

ALL SERVICE PITS, LINES, DUCTS, SPRINKLERS AND STRUCTURAL COLUMNS & BEARER/BEAMS ARE COMMON PROPERTY.

THE STRATUM OF THE PLANTERS (P) ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT.


THE STRATUM OF THE TERRACES (TR) ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE COVERED WITHIN THAT LIMIT.



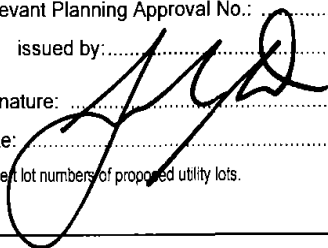
ALL AREAS ARE APPROXIMATE AND ARE MEASURED FOR STRATA PURPOSES ONLY.




SECOND FLOOR


FLOOR PLAN


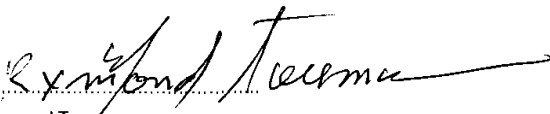


SURVEYOR Name: ADAM CLERKE Date: 26/02/2020 Reference: 9718SP		PLAN HEADING PLAN OF SUBDIVISION OF LOT 1 IN D.P.1259253		L.G.A.: Northern Beaches Locality: Norrdbeen Reduction Ratio 1:200 Lengths are in metres.		Registered  5/05/2020		SP101346				
20	10	20	30	40	50	Table of mm	90	100	110	120	130	140

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only			Office Use Only		
Registered:  5/05/2020			SP101346		
PLAN OF SUBDIVISION OF LOT 1 IN D.P.1259253			LGA: Northern Beaches Locality: Narrabeen Parish: Manly Cove County: Cumberland		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 22 Lagoon Street, Narrabeen. NSW, 2101. Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I ...Adam Clerke of ...Adam Clerke Surveyors Pty Ltd being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 26/2/20 Surveyor ID: 8490 Surveyor's Reference: 9718SP <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>			Strata Certificate (Accredited Certifier) I, <u>GORDON WREN</u> being an Accredited Certifier, accreditation number <u>BPB0447</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) <u>10</u> will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>SC 3615</u> Relevant Planning Approval No.: <u>CDC 1496</u> issued by:  <u>GORDON WREN</u> Signature: Date: <u>9* APRIL 2020</u> <small>^ Insert lot numbers of proposed utility lots.</small>		
* Strike through if inapplicable					

ePlan

SP FORM 3.07 (2019)	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																								
Office Use Only		Office Use Only																								
Registered:  5/05/2020		SP101346																								
VALUER'S CERTIFICATE																										
I, Paul Michael Woodbury of woodburyAU being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute..... Class of membership: Fellow (FAP)..... Membership number: 68091..... certify that the unit entitlements shown in the schedule herewith were apportioned on 10 March 2020 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature: <u>PM Woodbury</u> Date <u>10 March 2020</u> * Full name, valuer company name or company address																										
SCHEDULE OF UNIT ENTITLEMENT																										
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<div style="margin-bottom: 20px;">  Raymond Touna Sole director/ Secretary DL Narrabeen Pty Ltd ACN 627495685 </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SIGNED SEALED AND DELIVERED) By executing this document the attorney for and on behalf of ST.GEORGE) states that they have received no notice BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney BANKING CORPORATION ABN 33) 007 0457 141 by its attorney under power) of attorney dated 17 January 2001) registration No. 332 Book 4299 in the) Presence of:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">  Witness(signature) </div> <div style="width: 45%;">  ATTORNEY Name: John Cheah Tier: 3 Relationship Manager Date: 9/9/2020 </div> </div> <div style="margin-top: 10px;"> <u>ANDREW THORNTON</u> Name of Witness (Print) LEVEL 25, TOWER TWO 200 BARRINGALL AVE BARRINGALL NSW 2203 </div> </div> </div>		
Surveyor's Reference: 9718SP		

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22-24 Lagoon St, Narrabeen

Narrabeen

By-Laws

These By-Laws are prepared under the authority of the

STRATA SCHEMES MANAGEMENT ACT 2015


Note: That until the property is registered under a Strata Plan, these By-Laws are to be construed as House Rules.

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R. T. ...

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R. Faurem

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SECTION 1 – INTRODUCTION

1. BUILDING DESCRIPTION


The building comprises:

- 9 Residential Lots numbered 1 to 9
- 1 Utility Lot numbered 10

2. EXCLUSIVE USE BY-LAWS

2.1 What Exclusive Use By-laws do

- (a) An Owner who has the benefit of an Exclusive Use By-law may allow the Occupier to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-law.
- (b) An Exclusive Use-By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- (c) If an Exclusive Use Area is the subject of an Easement at the date of registration of this Instrument, the parties having the benefit of the Exclusive Use By-law must permit the Benefited Party to exercise their rights under the Easement.
- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained for the creation of an Easement after the date of registration of this By-law Instrument which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights of the Owner under the relevant Exclusive Use By-law.

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3. CONSENT

3.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

- (a) The Owners Corporation in general meeting; or
- (b) The Executive Committee at a duly convened meeting of the Executive Committee.

3.2 Consent may be revoked or withheld

Consent given by the Owners Corporation or Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or executive Committee or be given conditionally.

3.3 Consent conditions

Owners and Occupiers must comply with all conditions in a consent.

R. Teema

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SECTION 2 – USE OF COMMON PROPERTY

4. NOISE

- 4.1 An Owner or Occupier must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

5. VEHICLES

- 5.1 An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property except with the written approval of the Owners Corporation.

6. OBSTRUCTION OF COMMON PROPERTY

- 6.1 An Owner or Occupier must not obstruct lawful use of Common Property by any person.


7. DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

- 7.1 An Owner or Occupier must not:
- (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 without the approval of the Owners Corporation.

8. DAMAGE TO COMMON PROPERTY

- 8.1 An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing of the Owners Corporation.
- 8.2 An approval given by the Owners Corporation under by-law 8.1 cannot authorise any additions to the Common Property.
- 8.3 This by-law does not prevent an Owner or person authorised by the Owner from installing:
- (a) any locking or other safety device for protection of the owner's Lot against intruders;
 - (b) any screen or other device to prevent entry of animals or insects on the Lot;
 - (c) any structure or device to prevent harm to children; or
 - (d) hanging ornaments or pictures on internal walls.

R. T. Turner

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

8.5 Despite Section 106 of the Management Act, the Owner must:-

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 8.3 that forms part of the Common Property and that services the Lot; and
- (b) Repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 8.3 that forms part of the Common Property and that services the Lot.

9. BEHAVIOUR OF OWNERS AND OCCUPIERS

9.1 An Owner or Occupier 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.

10. CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

10.1 An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

11. BEHAVIOUR OF INVITEES

11.1 An Owner or Occupier must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.

12. DEPOSITING RUBBISH AND OTHER MATERIALS ON COMMON PROPERTY


12.1 An Owner or Occupier must not deposit or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.

13. SECURITY AND SECURITY KEYS

13.1 Obligations and rights of the Owners Corporation

- (a) The Owners Corporation is responsible for the issue, programming, coding and re-coding of Security Keys.

R. J. ...

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- (b) Owners and Occupiers must return to the Owners Corporation their Security Keys for re-coding within 48 hours of being requested to do so.
- (c) The Owners Corporation may charge Owners and Occupiers a fee for:
 - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) coding or re-coding of a Security Key.
- (d) The Owners Corporation may restrict the number of Security Keys it makes available to an Owner or Occupier.

13.2 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must not:
 - (i) do or permit anything which may prejudice the security or safety of the Building; or
 - (ii) duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

13.3 Access


- (a) If it considers it necessary, the Owners Corporation may:
 - (i) close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (iii) restrict by means of a Security Key access from one level of the building to any other level.

14. GENERAL EXCLUSIVE USE RIGHTS

14.1 The Owner or Occupier has the right to the exclusive use and enjoyment of any Service that exclusively services their individual Lot that is located in and forming part of the Common Property ("Exclusive Services").


14.2 The Owner or Occupier is responsible for the ongoing repair and maintenance of the Exclusive Services.

14.3 In the event that the Owner or Occupier or person authorised by an Owner or Occupier fails to maintain the Exclusive Services in accordance with this by-law, the original Owner during

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the initial period or the Owners Corporation following the expiration of the initial period, or any person authorised by it, may undertake any works necessary to maintain the Exclusive Services to be in keeping with this by-law. The costs of the original Owner or Owners Corporation, as the case may be, undertaking such works shall be a debt payable by the Owner or Occupier to the original Owner or Owners Corporation, as the case may be, on demand

R. T. ...

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SECTION 3 –RESIDENTIAL LOTS

All Owners and Occupiers of a Residential Lot must comply with these By-laws numbered 15 to 33.

15. DRYING OF LAUNDRY ITEMS

- 15.1** An Owner or Occupier must not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Building.

16. CLEANING WINDOW AND DOORS

- 16.1** An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property.

17. STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS

- 17.1** An Owner or Occupier must not, except with the approval in writing of the Owners Corporation, use or store on the Lot or the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- 17.2** This by-law does not apply to chemicals, liquids or 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.


18. SMOKE PENETRATION

- 18.1** An Owner or Occupier, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.
- 18.2** 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.

19. CHANGES TO FLOOR COVERINGS

- 19.1** An Owner or Occupier must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the Lot if the change is likely to result in an increase in noise transmitted from that Lot to any other Lot. The notice must specify the type of the proposed floor covering or surface.
- 19.2** This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

R. T. Carmichael

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20. FLOOR COVERINGS

- 20.1** The Owner is responsible for the repairs and maintenance of timber floating floor systems and carpet installed by the Original Owner. These items are considered part of the Lot and not Common Property.
- 20.2** An Owner must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the Owner or Occupier of another Lot, and in particular will have to install such underlays or sound proofing which is in accordance with the Building Code of Australia.
- 20.3** This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

21. GARBAGE DISPOSAL

21.1 An Owner or Occupier:

- (a) must dispose of waste by placing it in an appropriate container in the designated Waste Bin Storage Room located on the Common Property; and
- (b) must dispose of recyclable waste by placing it in an appropriate container in the designated Waste Bin Storage Room located on the Common Property; and
- (c) must ensure that before refuse is placed in any receptacle that it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (d) must promptly remove any thing which the Owner, Occupier or garbage collector may have spilled from the receptacle and must take action as may be necessary to clean the area within which that thing was spilled, and
- (e) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage.

21.2 The Owners Corporation may post signs on the Common Property with instructions on the handling of garbage, waste and recyclable material that are consistent with Council's requirements.

21.3 The Owners Corporation must procure that all garbage bins stored in the Waste Bin Storage Room are each week placed in the Waste Bin Collection Area along Wellington Street the afternoon/evening before the relevant collection day and returned to the Waste Bin Storage Room as soon as possible after emptying but not later than the evening of the day of collection.

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22. KEEPING ANIMALS


- 22.1** Subject to Part 8, Division 3 of the Management Act, an Owner or Occupier must not without the approval of the Owners Corporation, keep any animal on the Lot or the Common Property except a small dog and / or cat or caged bird.
- 22.2** The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal.
- 22.3** If an Owner or Occupier keeps a dog or cat or small caged bird on the Lot pursuant to by-law 22.1, then the Owner or Occupier must:
- (a) notify the Owners Corporation that the animal is kept on the Lot; and
 - (b) keep the animal within the Lot;
 - (c) carry the animal when it is on the Common Property; and
 - (d) take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled or damaged by the animal and
 - (e) ensure that the cat and/or dog is prevented from entering wildlife habitat areas within the immediate locality at all times.

23. APPEARANCE OF LOT

- 23.1** The Owner or Occupier must not, without the written consent 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.

24. WINDOW DRESSINGS AND SHADING DEVICES

- (a) This by-law applies to all windows and sliding doors comprising part of a Lot and/or Common Property benefitting the Lot.
- (b) Owners and Occupiers are permitted to install the following item(s) over windows and sliding doors as a means of providing shade to the inside of a Lot.
 - i) Roller blinds (white or off-white colour)
 - ii) Timber or metal shutters (white or off-white colour)
 - iii) Vertical blinds (white or off-white colour)
- (c) For the avoidance of doubt the following window dressings and shading devices are prohibited:
 - i) Curtains
 - ii) Any other dressing or shading device not listed in 24 (b).

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25. CHANGE IN USE OF LOT TO BE NOTIFIED

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

25.2 Nothing in this by-law should be construed as authorising any Owner or Occupier of any Lot to change the use of his or her Lot. Any change of use of a Lot must comply with the requirements of all competent authorities and these by-laws.

26. USE OF CAR PARKING

Lot Owner's Car parking

26.1 An Owner or Occupier can only use the car space/s attached to his or her Lot for the purposes of parking motor vehicles.

26.2 An Owner or Occupier must not enclose their car space(s) in anyway without approval of the Owners Corporation and Council.

Visitor's car parking


26.3 An Owner or Occupier must not park in the spaces marked "Visitors Carparking" and they also must ensure that any bona fide person visiting any Lot must not park in a parking space designated as "Visitors Carparking" for more than two hours between the hours of 7am and 8pm on weekdays.

27. AIR CONDITIONING

27.1 Where Air Conditioning Equipment has been installed in or for a Lot by the Original Owner, the Lot Owner:

- (a) owns the Air Conditioning Equipment installed and located on the Common Property and connected to the Lot; and
- (b) has a special privilege to connect to the Air Conditioning Equipment on the Common Property and to access his or her own Air Conditioning Equipment via the Common Property for the purposes of maintenance or repair.

27.2 The Owner has the exclusive use of those parts of the Common Property to which the approved Air Conditioning Equipment is attached. The Strata Plan notes three common property

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areas, shown on the attached annexure 'A' and denoted 'x', 'y' and 'z', which are for the exclusive use of air conditioning units for Lots 3, 1 and 5, respectively.

27.3 The Owner:

- (a) must maintain replace or repair his or her own Air Conditioning Equipment and pay all running costs for the Air Conditioning Equipment;
- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any Air Conditioning Equipment which exclusively services his or her Lot which may be carried out by the Owners Corporation;
- (c) bears the sole responsibility of insuring any Air Conditioning Equipment;
- (d) must make prior arrangement with the Executive Committee to gain access to his or her Air Conditioning Equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment;
- (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
- (g) indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law.

28. SERVICES FOR RESIDENTIAL LOTS

28.1 Where a Service has been installed in a Residential Lot by the Original Owner, the Owner of the Lot:


- (a) owns the service equipment installed and located on the Common Property and connected to the Lot; and
- (b) has a special privilege to connect to the service equipment on the Common Property and to access his or her own service equipment via the Common Property for the purposes of maintenance or repair.

28.2 The Owner has the exclusive use of those parts of the Common Property to which the service equipment is attached.

28.3 The Owner:

- (a) must maintain replace or repair his or her own service equipment including all keyed door and window locks and pay all running costs for the service equipment;
- (b) must reimburse the Owners Corporation for maintenance, repair of or replacement of any service equipment which exclusively services his or her Lot which may be carried

R. Freeman

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out by the Owners Corporation;

- (c) bears the sole responsibility of insuring any service equipment;
- (d) must make prior arrangement with the Executive Committee to gain access to his or her service equipment;
- (e) comply with the requirements of any competent authority regarding the operation of the service equipment;
- (f) repair damage to Common Property or the property of another Owner or Occupier caused by exercising rights or complying with obligations under this by-law;
- (g) must indemnify the Owners Corporation against all claims and liability caused by exercising rights or complying with obligations under this by-law


29. SIGNAGE

29.1 Owners and Occupiers of Residential Lots in the Building must not, without the consent of the Owners Corporation, erect advertising or other signs in the Building. This restriction includes, without limitation, signs that advertise that a Lot is for sale or available for lease. Any consent given by the Owners Corporation to the placement of a sign under this by-law is subject to any conditions imposed by the Owners Corporation.

30. STRUCTURAL SUPPORT IN THE BUILDING

30.1 An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building without first submitting copies of all relevant plans to the Owners Corporation and obtaining the written permission of the Owners Corporation to the proposed alteration. The consent of any competent authority must also be obtained for the alteration and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by the Consent Authority and the Owners Corporation.

R. T. Ferreira

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SECTION 5 – INTERPRETATION

Undefined Words

Undefined words in these by-laws have the same meaning as they do in the Management Act.

DEFINED WORDS

Air Conditioning Equipment means the air conditioner inside a Lot or on Common Property and includes air conditioning plant and equipment, pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the building constructed at 22-24 Lagoon Street Narrabeen NSW 2101 comprising a residential apartment building with basement parking.

Car Space means that part of the Building designed for parking cars and includes a Lot marked as being a car space on the Strata Plan and any part of a Lot marked on the Strata Plan as being a car space.

Common Property means so much of the Building as from time to time is not comprised in any Lot.

Consent Authority means the Council or any statutory, public or other authority having jurisdiction over the Building.

Council means Northern Beaches Council

Development Act means the *Strata Schemes Development Act 2015 (NSW)*

Equipment includes plant, machinery, security devices and any cabling installed for the necessary operation of the Building.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By-law.


Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Part 7 of the Management Act.

Legislation means the Management Act and the Development Act.

Lot means a Lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Management Act means the *Strata Schemes Management Act, 2015 (NSW)* as amended.

R.T. Coom

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Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under Part 4 of the Management Act.

Occupier means the lessee, licensee or otherwise the occupier of the Lot (not being the Owner of the Lot).

Original Owner means the registered proprietor of all the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the building.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Residential Lot means Lots **1 to 9** in the Strata Plan.

Restricted Matter means a matter or class of matter which:

- (a) In accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) Has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Service means water, drainage, sewer, electricity, gas, telephone, pay TV, communication service or any duct that has been constructed in the Building capable of providing any type of service or benefit to any Lot within the Building or any other similar service required by the Owner or Occupier of any Lot.

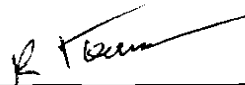
Service Provider means any person or authority providing any of the Service to the Building.


Utility Lot means Lot 10 in the strata plan.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Waste Bin Collection Area means the area outside the Building on Wellington Street or such other location as designated by Council.

Waste Bin Storage Room means the garbage room within the Common Property as shown on the strata plan.



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SECTION 6 - ATTESTATIONS

Execution

Dated the 9th day of April 2020

Registered Proprietor

Signing by sole director who is sole company secretary

Executed by

DL Narrabeen Pty Ltd A C N 627 495 685 in

~~Accordance with section 127 of the~~

~~Corporations Act 2001 (C'th)~~

~~Director/Secretary~~

SOLE Director

~~Name of Director~~

Name of Director Sale Director

SIGNED SEALED AND DELIVERED

for and on behalf of ST.GEORGE

BANK - A DIVISION OF WESTPAC

BANKING CORPORATION ABN 33

007 0457 141 by its attorney under power

of attorney dated 17 January 2001

registration No. 332 Book 4299 in the

Presence of:

Witness(signature)

ANDREW THEOCHAROUS

Name of Witness (Print)

LEVELS, TOWER TWO
200 BARANGAROO AVE
BARANGAROO NSW 2000

) By executing this document the attorney

) states that they have received no notice

) of revocation of the power of attorney

ATTORNEY

Name: John Cheah

Tier: 2 Relationship Manager

Date: 9/4/2020

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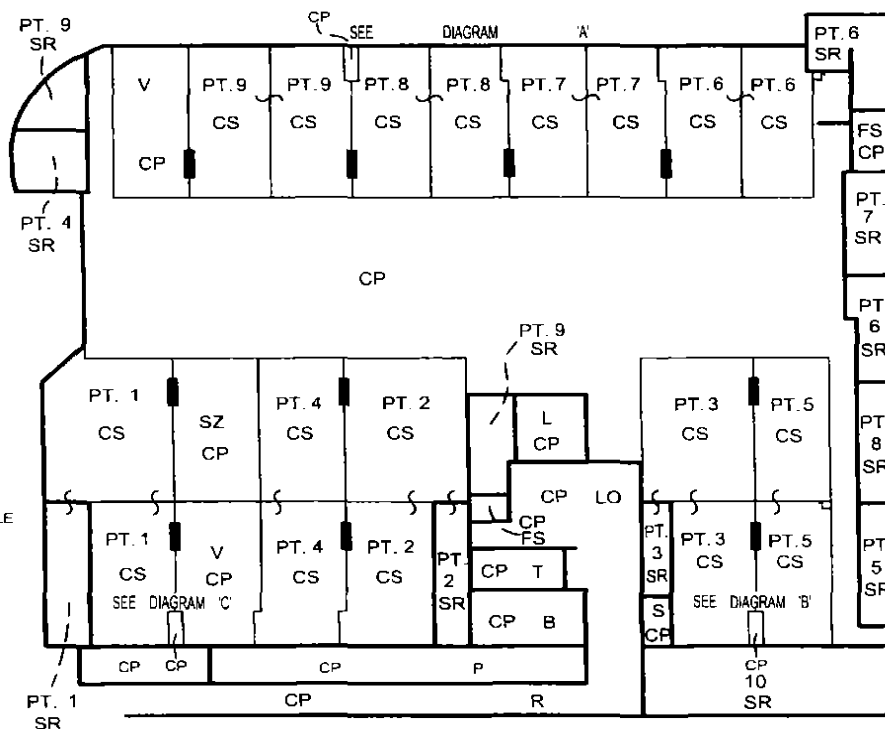
Annexure A.

PLAN OF EXCLUSIVE USE

- NOTES:
- B... BIN ROOM
 - CNR... CORNER
 - CP... COMMON PROPERTY
 - CS... CAR PARKING SPACE
 - FS... FIRESTAIRS
 - L... LIFT
 - LO... LOBBY
 - P... PLANTER
 - R... RAMP
 - S... SERVICES
 - SR... STORAGE ROOM
 - SZ... SHARED ZONE
 - T... TOILET
 - V... VISITOR CAR PARKING SPACE

... RIGHT ANGLE

R.R. 1-200



BASEMENT FLOOR PLAN

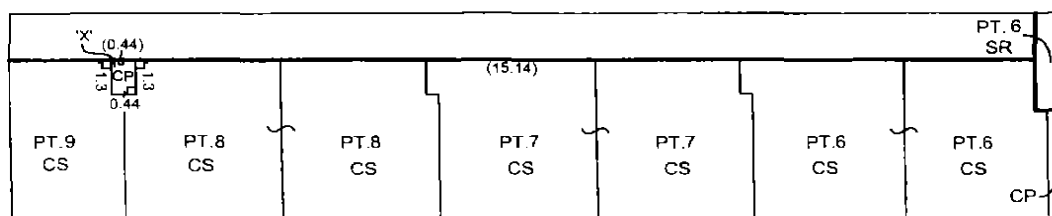


DIAGRAM 'A'
NTS

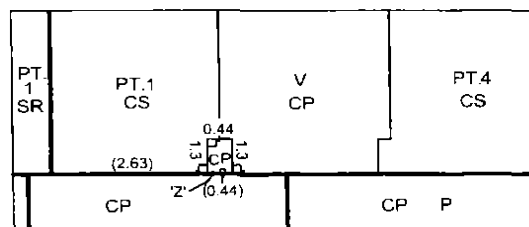


DIAGRAM 'C'
NTS

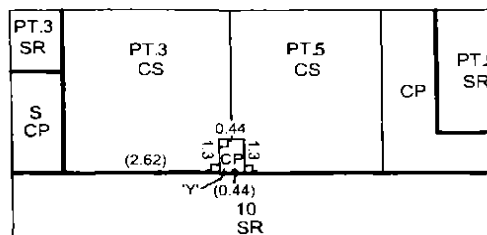


DIAGRAM 'B'
NTS

SHEET 19 OF 19

R. T. Kuma

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32, FORM 1.

Certificate No. 3141

COUNCIL CHAMBERS,
BROOKVALE,

APPLICANT

(Name)

(Address)

29th June 1953
J.O. Williams & O'Brien,
385A Pittwater Road,
Narrabeen

OWNER

(Name)

(Address)

Est. of F. Chapman & Son,

NEW ROAD (Particulars)

SUBDIVISION (Particulars)

of Lots 1/2 Sec. 43 Lagoon Street,
Narrabeen, into 4 lots marked
A. B. C. D. on the approved plan.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed *subdivision* above described and more
(Insert New Road or Subdivision)

particularly set out in the accompanying plan bearing the Council's seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. *3141* of *29-6-53*."

[Signature]
Shire Clerk



R.P. 13. No. **F 898793**

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



FEES:—
Lodgment : :
Endorsement : :
Certificate : :
2 : :
1/10 : :
1/10 : :
23/7/53.

(Trusts must not be disclosed in the transfer.)

HAROLD GORDON BISHOP of Narrabeen Clerk

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **Six hundred pounds.**

(£600. 0. 0.) (the receipt whereof is hereby acknowledged) paid to me by

a If a less estate, strike out "in fee simple" and interline the required alteration.

Frank Raymond Tregeagle, of 220 Ocean Street, Narrabeen, Electrical Contractor

(herein called transferee)

b If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said transferee^b

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part	2537	216	Being Lot B on plan of current subdivision hereunto annexed marked "A".

d If part only of the land comprised in the certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in Certificate of Title registered Vol. " of " of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

And the transferee covenants with the transferor for himself and his assigns hereby for the benefit of the adjoining land Lots A and C, on the plan hereunto annexed marked "A" but only during the ownership thereof by the Vendor his executors administrators and assigns other than Purchasers on sale covenants with the Vendor his executors administrators and assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the Vendor his executors administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Vendor his executors administrators or assigns and in favour of any person dealing with the Purchaser or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.

f A very short note will suffice.

Nil.

RECORDED IN
PUBLIC DEPT. FILE
383293

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

Signed at Narrabeen the 16th day of July 1953

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Signed

H.G. Bishop
Transferor.

h Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

[Signature]
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.— Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

F^{No}898793

CONSENT OF MORTGAGEE.
(N.B.—Before execution read marginal note.)

LODGED BY J.O. Williams & O'Brien, Solicitors,
385a Pittwater Road, Narrabeen.

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

i This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
Signed in the presence of—

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
6	subject to covenant	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume 2537 Folio 216	Received Docs. Nos. Receiving Clerk.
Passed (in S.D.B.) by	the 24 th day of August 1953 at	
Signed by	minutes past 12 o'clock in the noon. J. W. Pells, Registrar-General.	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...	Q.C.	6/8
Draft written ...	Q.C.	12/8
Draft examined...	Q.C.	12/8
Diagram prepared	Q.C.	12/8
Diagram examined	Q.C.	12/8
Draft forwarded	Q.C.	12/8
Supt. of Engrs. & Sappers	Q.C.	12/8
Cancellation Clerk	Q.C.	12/8
VOL. 6708	FOL. 223	

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- 10/- for each new Certificate of Title issued, (e) 5/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

F^{No}898793

CONSENT OF MORTGAGEE.
(N.B.—Before execution read marginal note.)

LODGED BY J.O. Williams & O'Brien, Solicitors,

385a Pittwater Road, Narrabeen.

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

i This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or in the whole of the land in the mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the day of 19
Signed in the presence of—

j Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH.
6	subject to covenant	To be filled in by person lodging dealing.
Checked by	Particulars entered in Register Book, Volume 2537 Folio 216	Received Docs. Nos. Receiving Clerk.
Passed (in S.D.B.) by	the 24th day of August 1953 at	
Signed by	minutes past 12 o'clock in the noon.	
	J. W. Pells, Registrar-General.	

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...	Q.C.	6/8
Draft written ...	Q.C.	12/8
Draft examined...	Q.C.	12/8
Diagram prepared	Q.C.	12/8
Diagram examined	Q.C.	12/8
Draft forwarded	Q.C.	12/8
Supt. of Engrs.	Q.C.	12/8
Cancellation Clerk	Q.C.	12/8
VOL.	6708	FOL 223

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- 5/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(c) 5/- for each additional Certificate included in the Transfer, (d) 1/- 10/- for each new Certificate of Title issued, (e) 5/- where the Transfer contains covenant purporting to affect the user of any land, (f) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (g) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (h) 2/- for each additional folio where the Certificate exceeds ten folios, (i) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

AQ36390E

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	1/1259253		
(B) LODGED BY	Document Collection Box <i>IN</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>RAYMOND TOUNA 25 NELSON PARADE HUNTERS HILL 2110 INFO@DEVELOPMENTLINK.COM.AU Reference: 0418242202</i>	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land DL Narrabeen Pty Ltd ACN 627495685		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AN866781	Westpac banking Coporation
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council		

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

DATE

(G) **Execution by the prescribed authority**

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

Signature of witness: *[Signature]*

Name of witness: *GERAINT BREEZE*

Address of witness: *PO NORTHERN BEACHES COUNCIL
725 PITTWATER RD PEE WHI*

Signature of authorised officer: *[Signature]*

Name of authorised officer: *ROBERT BARROD*

Position of authorised officer: *PRINCIPAL ENGINEER*

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Signature of witness: *[Signature]*

Name of witness: *PRISCILLA FAYAD*

Address of witness: *25 NELSON PDE
HUNTERS HILL NSW 2110*

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

PUSUANT TO S127 CORPORATION ACT 2001

Signature of registered proprietor: *[Signature]*

NAME: *RAYMOND TOUNA*

AUTHORITY: *SOLE DIRECTOR / SECRETARY*

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AN866781

, agrees to be bound by this positive covenant

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

*1 RAYMOND TOUNA
authorised to make the alteration
[Signature]*

Ryland Tamm



Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

AQ36391C

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	1/1259253		
(B) LODGED BY	Document Collection Box IW	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOUMA 25 NELSON PARADE HUNTERS HILL 2110 INF&DEVELOPMENTLINK.COM.AU. Reference: 0418 242 202	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land DL Narrabeen Pty Ltd ACN 627495685		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AN866781	Westpac banking Coporation
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council		

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

DATE

(G) **Execution by the prescribed authority**

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

Signature of witness: *[Signature]*

Signature of authorised officer: *[Signature]*

Name of witness: *CERAMY BREESE*

Name of authorised officer: *ROBERT BARBOTO*

Address of witness: *725 PITTWATER RD DEE WHY*

Position of authorised officer: *PRINCIPAL ENGINEER*

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

PURSUANT TO S 127 CORPORATION ACT 2001

Signature of witness: *[Signature]*

Signature of registered proprietor: *[Signature]*

Name of witness: *PRISCILLA FAYAO*

Name: *RAYMOND TOUMA*
Authorised Director / Secretary

Address of witness: *25 NELSON POE HUNTERS HILL NSW 2110*

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AN866781

, agrees to be bound by this positive covenant.

I certify that the above mortgagee signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

authorised to make the alteration
Raymond Torma

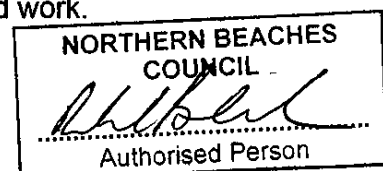
Annexure "A"

Terms of Positive Covenant

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

- I. The registered proprietor will:
 - i. keep the structure and works clean and free from silt, rubbish and debris
 - ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- II. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days' notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- III. The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the structure and works, or failure to clean, maintain and repair the structure and works.
- IV. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2) (a) of the Act is hereby agreed to be amended accordingly.
- V. Pursuant to section 88F(3) of the 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 IV hereof.
 - ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) Any expense reasonably incurred by it in exercising its powers under sub-paragraph i hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

Ryland Tamm



- (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.

VI. 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 **Pump-out system** constructed on the land as detailed on the plans approved by Council No. DA2017/1137

The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.




Signature of delegate



Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence


Signature of Witness



Name of Witness


C/O NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WHY

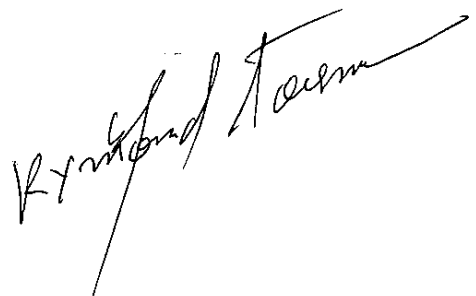
Address of Witness

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)
Presence of:


Witness(signature)

ANDREW THEODOROU
Name of Witness (Print)
LEVEL 25, TOWER TWO
200 BARANGAROO AVE
BARANGAROO NSW 2000


ATTORNEY
Name: John Cheah
Tier: ? Relationship Manager
Date: 8/8/2020





Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

AQ36392A

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	1/1259253		
(B) LODGED BY	Document Collection Box <i>1W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>RAYMOND TOURNA 25 NELSON PARADE HUNTERS HILL 2110 INFO@DEVELOPMENTLINK.COM.AU Reference: 0418242202</i>	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land DL Narrabeen Pty Ltd ACN 627495685		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AN866781	Westpac banking Coporation
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council		

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

DATE

(G) **Execution by the prescribed authority**

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

Signature of witness: *[Signature]*
Name of witness: *GERAINT BREESE*
Address of witness: *40 NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WHY*

Signature of authorised officer: *[Signature]*
Name of authorised officer: *ROBERT BARBUTO*
Position of authorised officer: *PRINCIPAL ENGINEER*

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.
*PASUANT TO COPORATION ACT 2001
S127*

Signature of witness: *[Signature]*
Name of witness: *PRISCILLA FAYAD*
Address of witness: *25 NELSON POE
HUNTERS HILL NSW 2110.*

Signature of registered proprietor: *[Signature]*
name *RAYMOND TOURNA*
Authority: *SOLE DIRECTOR / SECRETARY*

(H) **Consent of the mortgagee**

The mortgagee under mortgage

No. AN866781, agrees to be bound by this positive covenant.
who is personally known to me or as to whose identity I am otherwise satisfied

I certify that the above mortgagee signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.


ALL HANDWRITING MUST BE IN BLOCK CAPITALS

authorised to make the alteration

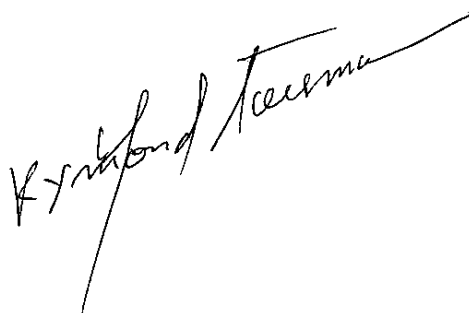
Raymond Tourna

THIS IS ANNEXURE "A" TO A POSITIVE COVENANT IMPOSED BY NORTHERN BEACHES COUNCIL UPON THE LAND DESCRIBED IN CERTIFICATE OF TITLE FOLIO IDENTIFIER A/383293 & B/383293 BY INSTRUMENT DATED THE DAY OF YEAR

- 1 In this Covenant the expressions defined in this clause shall have the meanings as described to them unless the context otherwise requires:
Community Scheme means any community, strata, precinct or neighbourhood scheme registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or Community Land Development Act 1989 (NSW) or if any such Act is repealed, under any replacement Act. Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority. Land Burdened means the land described in Certificate of Title Folio Identifier, Prescribed Authority means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section SSE of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened. Owners corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be. Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.
2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for:
 - a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;
 - b. the delivery, removal, inspection and repair of Waste containers.
3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or Infrastructure located above or beneath the surface of the Land Burdened.

NORTHERN BEACHES
COUNCIL

Authorised Person

Page 2 of 3



4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutter, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.
5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.
6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.
7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at New South Wales Land Registry Services ("LRS") including obtaining the production of the Certificate of Title of the Land Burdened at LRS to enable registration at such office of this covenant.
8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

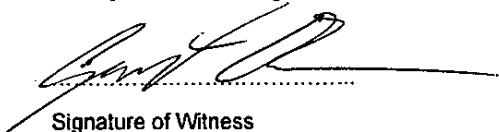


Signature of delegate

ROBERT BARBUTO

Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence



Signature of Witness

GERAINT BREESE

Name of Witness

C/O NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WHY

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice of Witness
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)
Presence of:

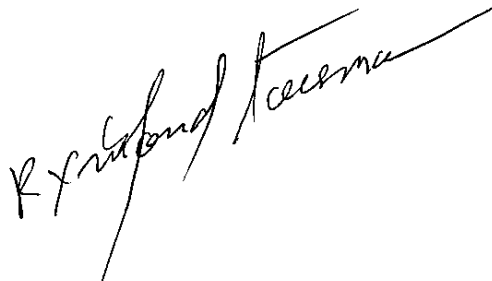


Witness(signature)

ANDREW THEODOROUS
Name of Witness (Print)
LEVEL 25/ TOWER TWO
200 BARANGAROO AVE
BARANGAROO NSW 2000

ATTORNEY

Name: John Cheah
Tier: 3 Relationship Manager
Date: 5/8/2020



Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AQ36393X

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 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	1/1259253		
(B) LODGED BY	Document Collection Box IN	Name, Address or DX, Telephone, and Customer Account Number if any RAYMOND TOUMA 25 NELSON PARADE HUNTERS HILL 2110 INFO@DEVELOPMENTLINK.COM.AU. Reference: 0418 242 202	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land DL Narrabeen Pty Ltd ACN 627495685		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AN866781	Westpac banking Corporation
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Northern Beaches Council		

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

DATE

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

Signature of witness: *[Signature]*

Name of witness: GERAINT BREESE

Address of witness: % NORTHERN BEACHES COUNCIL
725 PITTMAN RD DEE WHY

Signature of authorised officer: *[Signature]*

Name of authorised officer: ROBERT BARBOO

Position of authorised officer: PRINCIPAL ENGINEER

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Signature of witness: *[Signature]*

Name of witness: PRISCILLA FAYAD

Address of witness: 25 NELSON PDE
HUNTERS HILL NSW 2110.

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

PUSUANT TO S117 CORPORATION ACT 2001

Signature of registered proprietor: *[Signature]*

[Signature]

name: RAYMOND TOUMA

Authority: Sole Director / Secretary

(H) The mortgagee under mortgage No. AN866781

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

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

authorised to make the alteration
RAYMOND TOUMA

Annexure "A"

Terms of Restriction on the Use of Land

The registered proprietors covenant with the Northern Beaches Council (Council) that they will not:

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

For the purposes of this covenant:

Structure and Works shall mean the wall constructed on the western side of the property that is designed to protect the basement car park from flooding up to 3.5m AHD as detailed on plans approved by Council consent No.DA2017/1137.

The Act means the Conveyancing Act 1919.

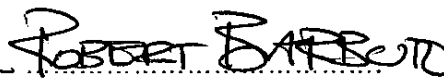
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

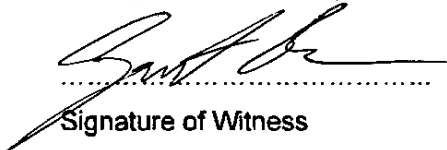


Signature of delegate



Name of delegate

I certify that I am an eligible witness and that the delegate signed in my presence



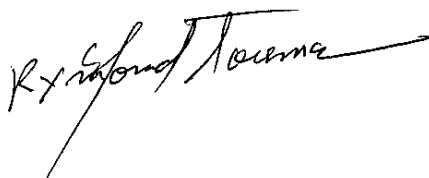
Signature of Witness



Name of Witness

40 NORTHERN BEACHES COUNCIL
725 PITTWATER RD. PEE WHY

Address of Witness



Annexure "A"

Terms of Restriction on the Use of Land

The registered proprietors covenant with the Northern Beaches Council (Council) that they will not:

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

For the purposes of this covenant:

Structure and Works shall mean the wall constructed on the western side of the property that is designed to protect the basement car park from flooding up to 3.5m AHD as detailed on plans approved by Council consent No.DA2017/1137.

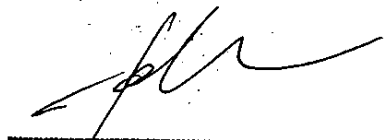
The Act means the Conveyancing Act 1919.

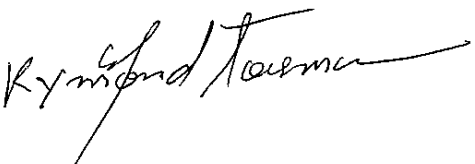
NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO:

SIGNED SEALED AND DELIVERED) By executing this document the attorney
for and on behalf of ST.GEORGE) states that they have received no notice
BANK - A DIVISION OF WESTPAC) of revocation of the power of attorney
BANKING CORPORATION ABN 33)
007 0457 141 by its attorney under power)
of attorney dated 17 January 2001)
registration No. 332 Book 4299 in the)
Presence of:


Witness(signature)

ANDREW THEODOROU
Name of Witness (Print)
LEVEL 25 TOWER TWO
200 BARANGAROO AVE
BARANGAROO NSW 2000


ATTORNEY
Name: John Cheah
Tier: Relationship Manager
Date: 9/10/2020



Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
Sydney NSW 2001

Reference: 38228173
Date: 12/05/2020
Certificate No. ePLC2020/2832

Address of Property: 201/22 Lagoon Street NARRABEEN NSW 2101
Description of Property: Lot 8 SP 101346

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

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

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

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

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

State Environmental Planning Policy (Koala Habitat Protection) 2019

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

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

Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

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

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

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

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

1.2 b) Draft Local Environmental Plans

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 R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low 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 low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Veterinary hospitals

4 Prohibited

Any 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.

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal

protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

Acid Sulfate Soils-Class 3

This land is identified as Acid Sulfate Soils Class 3 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Acid Sulfate Soils-Class 4

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

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

Nil

7A. Flood related development control Information

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

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

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.

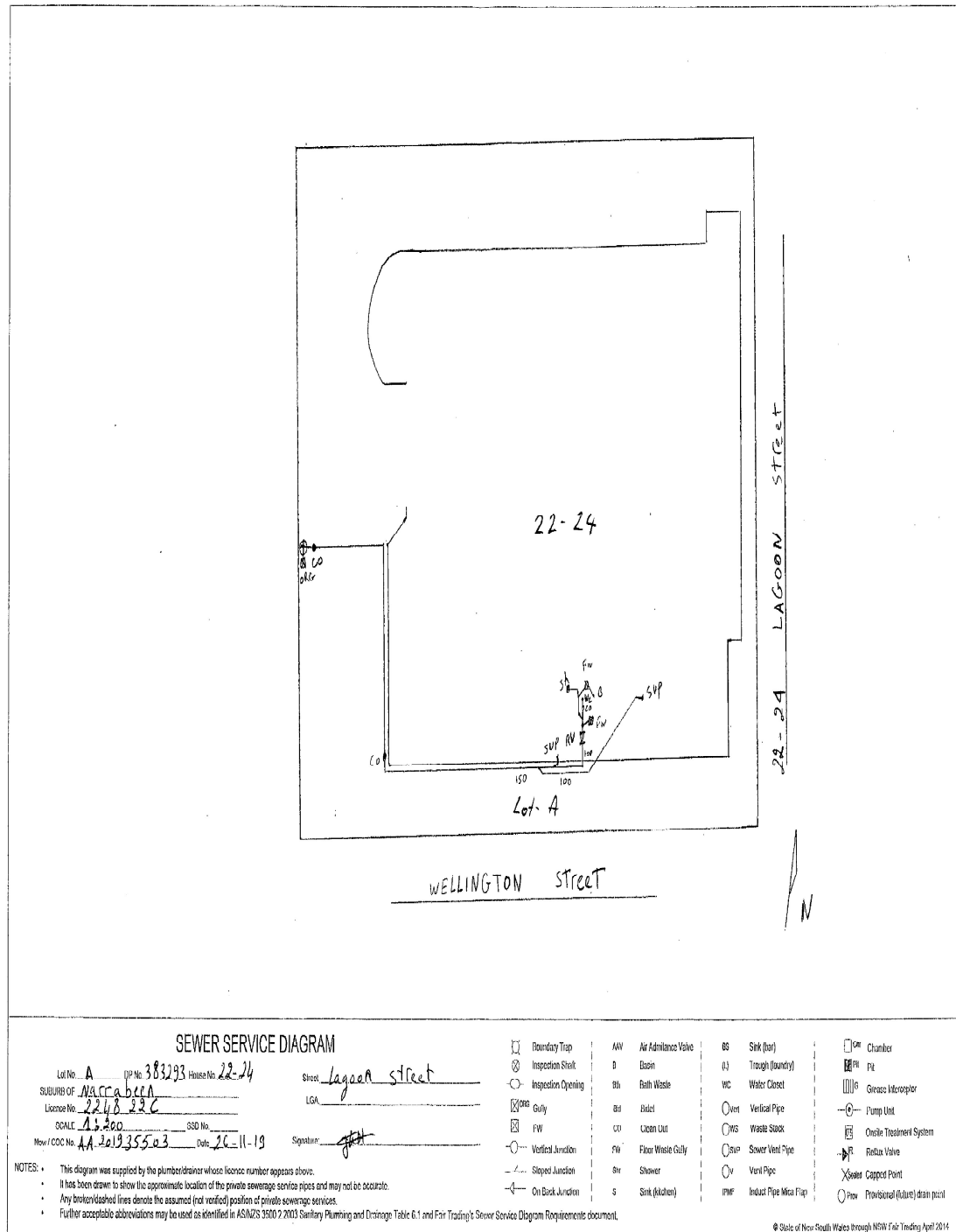


Ray Brownlee PSM
Chief Executive Officer

12/05/2020

Sewer Service Diagram

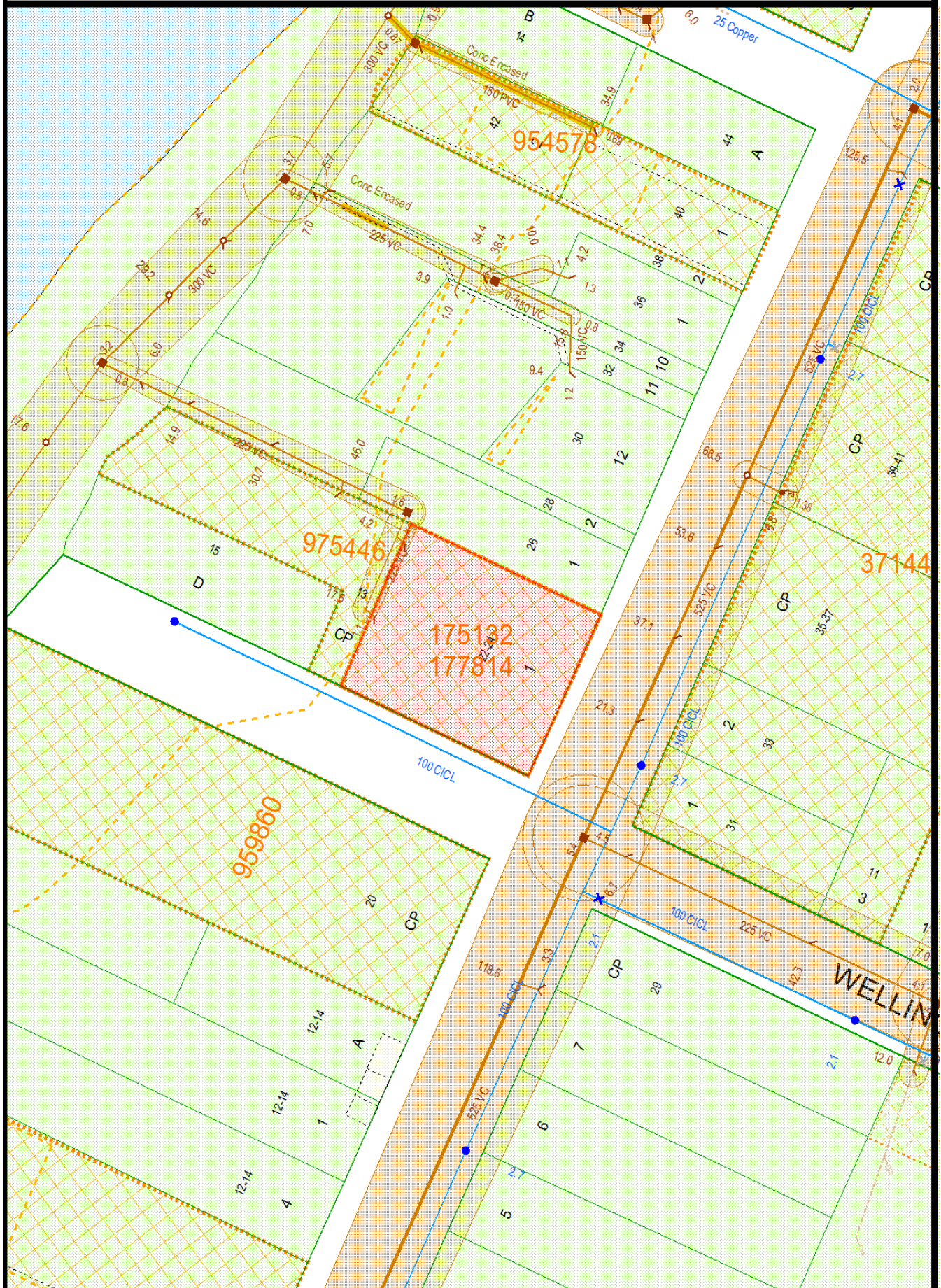
Application Number: 883620



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Disclaimer

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



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.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract,
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

Capacity

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

Requisitions and transfer

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Replies to Requisitions on Title

Possession and Tenancies

1. Noted.
2. No.
3. Not applicable.
4. No.
5. Not applicable.

Title

6. Noted.
7. Noted. The vendor relies on the contract.
8. Not so far as the vendor is aware.
9. Not applicable as this is an electronic transaction.
10. No.

Adjustments

11. The vendor relies on the contract.
12. Yes.
(a)-(b) This information will be available on or before completion.
13. The certificate will be served in accordance with the contract.

Survey and Building

14. The vendor relies on the contract.
15. No
16. (a) Yes as far as the vendor is aware. However, the purchaser should rely on own enquiries.
(b) Not to the vendor's knowledge.
(c)-(e) The vendor relies on the contract.
(f) Not applicable.
(g) The vendor relies on the contract.
17. (a)-(d) Not so far as vendor is aware. However, the purchaser should rely on their own enquiries.
(e)-(f) The vendor relies on the contract and the purchaser should rely on their own enquires.
(g) No.

18. Vendor relies on the contract.

19. Not applicable.

20 (a)-(b). Not so far as vendor is aware.

Affectations, Notices and Claims

21(a)-(b).The vendor relies on the contract.

Applications, Orders etc

22. Not applicable.

23. Not applicable.

24. Not applicable.

25. Not applicable.

26. Not applicable.

27. Not applicable.

Owners Corporation management

28. No.

29. No.

30. The vendor relies on the contract.

31. Not applicable.

32. Not as at the date of this contract.

33. Not as at the date of this contract.

34. No.

35. Not as at the date of this contract.

36. Vendor relies on the contract

37. Not applicable.

38. Not applicable.

39. Not applicable.

40. The vendor relies on the contract.

41. Not applicable.

42. Not applicable.

43. No.

44. Not applicable.

Capacity

45. Not applicable.

Requisitions and Transfer

46. The vendor relies on the contract.
47. If applicable the document will be available on or before completion.
48. Not applicable as this will be an electronic settlement.
49. The vendor relies on the contract.
50. This alleged right is not admitted. The vendor relies on the contract.
51. Not agreed.

Annexure 9

Insurance

Certificate in respect of insurance for residential building work

Policy No: HBCF18069148

Policy Date: 20/12/2018

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Multiple Dwellings Construction (<= 3 storeys)
Description of construction as advised by builder^	Demilition of existing houses, construction of 9 units and basement
At	Unit 8 22-24 Lagoon Street NARRABEEN New South Wales 2101
Site plan number^	NA
Site plan type^	NA
Homeowner	DL Narrabeen Pty Ltd
Carried out by	Atlen Construction Pty Ltd
Licence number	228837C
Builder job number^	
Contract amount^	\$3,850,000.00
Contract date^	26/11/2018
Premium paid	\$76,815.20
Cost of additional products or services under contract	Nil - no additional services.
Price (Including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$92,101.42

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

Certificate No: HBCF18069148-8

Issued on: 20/12/2018



Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

icare HBCF

Annexure 10
Clearance certificate



DL NARRABEEN PTY LTD
C/o FRANCESCA NACCARELLA
25 NELSON PARADE
HUNTERS HILLS NSW 2011

Our reference: 2410268163300
Phone: 13 28 66

4 November 2019

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below.

Reference number	2410268163300
Vendor name	DL NARRABEEN PTY LTD
Vendor address	25 NELSON PARADE HUNTERS HILLS NSW 2011
Clearance certificate period	29 October 2019 to 29 October 2020

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely

Alison Lendon
Deputy Commissioner of Taxation

NEED HELP?

You can find out more about foreign resident capital gains withholding on our website at ato.gov.au/FRCGW

CONTACT US

If you have any questions, contact us between 8:00am and 5:00pm Australian Eastern Standard Time, Monday to Friday on:

13 28 66 if located in Australia, or
+61 2 6216 1111 if located outside Australia and ask for **13 28 66**.