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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM eCOS ID: 77669064	NSW DAN:
vendor's agent	Skyline Real Estate	Phone: 02 9452 3444
	3/14 Frenchs Forest Road, Frenchs Forest NSW 2086	Fax: 02 9452 4555
co-agent		Ref: Stuart Bath
vendor	JUDITH MURIEL LEON	
	Unit 14, 14 Federal Parade Brookvale NSW 2100	
vendor's solicitor	Starke Lawyers	Phone: 02 9144 2188
	PO Box 79, St Ives NSW 2075	Fax:
		Ref: JSS:21042
date for completion	42 days after the date of this contract (clause 15)	Email: jstarke@starkelaw.com.au
land (address, plan details and title reference)	14 FEDERAL PDE BROOKVALE NSW 2100 LOT 14 IN STRATA PLAN 71340 14/SP71340	
improvements	[X] VACANT POSSESSION [ ] subject to existing tenancies [ ] HOUSE [X] garage [ ] carport [ ] home unit [ ] carspace [ ] storage space [ ] none [X] other: Town house	
attached copies	[X] documents in the List of Documents as marked or as numbered: [ ] other documents:	

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

inclusions	[X] blinds	[X] dishwasher	[X] light fittings	[X] stove
	[X] built-in wardrobes	[X] fixed floor coverings	[X] range hood	[ ] pool equipment
	[ ] clothes line	[X] insect screens	[ ] solar panels	[ ] TV antenna
	[ ] curtains	[ ] other:		

exclusions		
purchaser		
purchaser's solicitor		Phone:
		Fax:
		Ref:
price	$	Email:
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor | **witness**

GST AMOUNT (optional)
The price includes

GST of: $

purchaser [ ] JOINT TENANTS [ ] tenants in common [ ] in unequal shares **witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 30): ____PEXA_____
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 an *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

Amount purchaser must pay – price multiplied by the *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):

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List of Documents

General

- [X] 1 property certificate for the land
- [X] 2 plan of the land
- [ ] 3 unregistered plan of the land
- [ ] 4 plan of land to be subdivided
- [ ] 5 document that is to be lodged with a relevant plan
- [X] 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- [ ] 7 additional information included in that certificate under section 10.7(5)
- [X] 8 sewerage infrastructure location diagram (service location diagram)
- [X] 9 sewer lines location diagram (sewerage service diagram)
- [X] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 planning agreement
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under legislation
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [X] 21 form of requisitions
- [ ] 22 clearance certificate
- [X] 23 land tax certificate

Home Building Act 1989

- [ ] 24 insurance certificate
- [ ] 25 brochure or warning
- [ ] 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- [ ] 27 certificate of compliance
- [ ] 28 evidence of registration
- [ ] 29 relevant occupation certificate
- [ ] 30 certificate of non-compliance
- [ ] 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- [X] 32 property certificate for strata common property
- [ ] 33 plan creating strata common property
- [X] 34 strata by-laws
- [ ] 35 strata development contract or statement
- [ ] 36 strata management statement
- [ ] 37 strata renewal proposal
- [ ] 38 strata renewal plan
- [ ] 39 leasehold strata - lease of lot and common property
- [ ] 40 property certificate for neighbourhood property
- [ ] 41 plan creating neighbourhood property
- [ ] 42 neighbourhood development contract
- [ ] 43 neighbourhood management statement
- [ ] 44 property certificate for precinct property
- [ ] 45 plan creating precinct property
- [ ] 46 precinct development contract
- [ ] 47 precinct management statement
- [ ] 48 property certificate for community property
- [ ] 49 plan creating community property
- [ ] 50 community development contract
- [ ] 51 community management statement
- [ ] 52 document disclosing a change of by-laws
- [ ] 53 document disclosing a change in a development or management contract or statement
- [ ] 54 document disclosing a change in boundaries
- [ ] 55 information certificate under Strata Schemes Management Act 2015
- [ ] 56 information certificate under Community Land Management Act 1989
- [ ] 57 disclosure statement - off the plan contract
- [ ] 58 other document relevant to off the plan contract

Other

- [ ] 59

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

Fresh Strata,
Suite 3, 529 Pittwater Road, Brookvale NSW 2100
Email: info@freshstrata.com.au
Phone: 02 9939 8061

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SECTION 66W CERTIFICATE

I,
of ,
certify as follows:

1. I am a currently admitted to practise in New South Wales.

2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at Unit 14, 14 Federal Parade, Brookvale NSW 2100, from **Judith Muriel Leon**
to
in order that there is no cooling off period in relation to that Contract.

3. I do not act for **Judith Muriel Leon** and am not employed in the legal practice of a solicitor acting for **Judith Muriel Leon** nor am I a member or employee of a firm of which a Solicitor acting for **Judith Muriel Leon** is a member or employee.

4. I have explained
to :

   (a) The effect of the Contract for the purchase of that property;

   (b) The nature of this Certificate; and

   (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: _____

_____

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.

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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.

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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.

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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;

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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 –

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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.

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16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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.

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;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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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*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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Additional clauses forming part of this contract for the sale and purchase of Unit 14, 14 Federal Parade, Brookvale NSW 2100

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33 STANDARD FORM CONTRACT

33.1 **Amendments to standard form contract**

The following printed clauses are amended as follows:

33.1.1 **clause 1**: insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.1.2 **clause 2.9:**

(a) replace the words 'If each party tells the *depositholder* that the deposit is to be invested' with 'If this contract says the deposit is to be invested'; and

(b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.3 **clause 4:** insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

33.1.4 **clause 5.1**: insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.5 **clause 7.1.1:** replace '5%' with '1%';

33.1.6 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.7 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.8 **clause 8.1.2:** delete the words 'that specifies the *requisition* and those grounds';

33.1.9 **clause 10.1.8:** replace the word 'substance' with the word 'existence';

33.1.10 **clause 10.1.9:** replace the word 'substance' with the word 'existence';

33.1.11 **clause 12:** insert the following at the end of the clause:

'In this clause *certificate* does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.';

33.1.12 **clause 14.8:** delete the clause;

33.1.13 **clause 16.6:** replace 'If' with 'If at least 7 days before the date for completion';

33.1.14 **clause 16.8:** delete the clause;

33.1.15 **clause 16.12:** delete ', but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee';

33.1.16 **clause 19:** insert the following additional clause:

'19.3 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.';

33.1.17 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;

33.1.18 **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;

33.1.19 **clause 20:** insert the following additional clause:

'20.16 In this contract, unless the context requires otherwise:

20.16.1 *in writing* includes any communication sent by letter, fax or email; and

20.16.2 *including* and similar expressions are not words of limitation.';

33.1.20 **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;

33.1.21 **clause 23.6:** replace the clause with:

'If a contribution is not a regular periodic contribution and is not disclosed in this contract and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';

33.1.22 **clause 23.9.3:** delete the words 'or before completion';

33.1.23 **clause 23.9.4:** delete the words 'or before completion';

33.1.24 **clause 23.13:** delete the words 'at least 7 days';

33.1.25 **clause 23.14:** delete the clause;

33.1.26 **clause 23.17.2:** delete the clause;

33.1.27 **clause 28:** delete the clause;

33.1.28 **clause 29:** delete the clause;

33.1.29 **clause 30.5:** insert the words and 'if clause 30.1 applies,' after '*Normally*,' replace the words '7 days of the *effective date*' with the words '14 days of the *effective date*'.

33.2 **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34 NOTICE TO COMPLETE

34.1 **Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

34.1.2 specify a time of day between 11am and 4pm as the time for completion.

34.2 **Reasonable period**

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 **Preservation of rights**

The party serving a notice to complete reserves the right to:

34.3.1 withdraw the notice; and

34.3.2 issue further notices to complete.

34.4 **Legal costs**

If the vendor issues a notice to complete, the purchasers must pay on demand an amount of $330.00 (including GST) for legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay these costs to the vendor's solicitor on completion. It is an essential term of this contract that these costs are paid on completion.

35 DELAY INTEREST

35.1 **Payment of interest**

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

35.1.1 at the rate of 6% per annum; and

35.1.2 on the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the date for completion and ending on completion.

35.2 **Delay by vendor**

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 **Essential term**

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

36 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

37 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

37.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;

37.1.2 any latent or patent defect in the property;

37.1.3 any environmental hazard or contamination;

37.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the Services;

37.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the Services;

37.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;

37.1.7 any rainwater downpipe being connected to the sewer;

37.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW);* or

37.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38 PURCHASER'S WARRANTIES

38.1 Purchaser's warranties

The purchaser represents and warrants that:

38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);

38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and

38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

38.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39 INSOLVENCY ETC OF PURCHASER

If the purchaser is a company, should the purchaser (or any one of them if there be more than one purchaser) prior to completion:

39.1 resolve to enter into liquidation or provisional liquidation;

39.2 have a summons presented for its winding-up;

39.3 enter into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001 (Cth)*; or

39.4 have any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator appointed in respect of the purchaser or any of its assets,

then, without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, the vendor may terminate this contract by serving a notice and the provisions of clause 9 will apply.

40 GUARANTEE

40.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

40.2 The word *guarantor* means each director of the purchaser as at the date of this contract.

40.3 If each director of the purchaser has not signed this contract as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.

40.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:

40.4.1 payment of all money payable by the purchaser under this contract; and

40.4.2 the performance of all of the purchaser's other obligations under this contract.

40.5 The guarantor:

40.5.1 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 by the purchaser of its obligations under this contract; and

40.5.2 must pay on demand any money due to the vendor under this indemnity.

40.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

40.6.1 the performance by the purchaser of its obligations under this contract; and

40.6.2 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.

40.7 The guarantor must pay to 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.

40.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

40.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

40.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

40.9.2 the release or discharge of any person;

40.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

40.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

40.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

40.9.6 the winding up of the purchaser.

40.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

40.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

40.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

_____

in the presence of:

_____ _____

Signature of Witness Signature of guarantor

_____

Name of Witness

_____

Address of Witness

SIGNED SEALED & DELIVERED by

_____

in the presence of:

_____ _____

Signature of Witness Signature of guarantor

_____

Name of Witness

_____

Address of Witness

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 14/SP71340

SEARCH DATE	TIME	EDITION NO	DATE
8/2/2021	5:36 PM	5	24/5/2018

LAND

LOT 14 IN STRATA PLAN 71340
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

JUDITH MURIEL LEON (CN AN361286)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP71340
2 SP71340 POSITIVE COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP71340

SEARCH DATE	TIME	EDITION NO	DATE
8/2/2021	5:36 PM	4	17/4/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 71340 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP71340

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 71340
ADDRESS FOR SERVICE OF DOCUMENTS:
14 FEDERAL PARADE
BROOKVALE 2100

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 M87836 COVENANT
3 SP71340 RESTRICTION(S) ON THE USE OF LAND
4 SP71340 POSITIVE COVENANT
5 AQ39890 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 71340

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	56	2	56	3	55	4	55
5	57	6	57	7	56	8	56
9	69	10	69	11	69	12	69
13	69	14	69	15	69	16	69

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21042 PRINTED ON 8/2/2021

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

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Received: 08/02/2021 17:36:36

STRATA PLAN FORM 1 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | OFFICE USE ONLY

STRATA CERTIFICATE

*Name of ~~Council~~/*Accredited Certifier GORDON WREN

being satisfied that the requirements of the
*Strata Schemes (Freehold Development) Act 1973
*~~Strata Schemes (Leasehold Development) Act 1986~~
have been complied with, approves of the proposed:
*strata plan
*~~strata plan of subdivision~~
illustrated in the annexure to this certificate.

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

*~~The strata plan/strata plan of subdivision is part of a development scheme.~~ The ~~council~~/*accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*The Council does not object to the encroachment of the building beyond the alignment of .....

*The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

*This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata Schemes (Leasehold ~~Development) Act 1986~~.

Date 12 SEP 2003
Subdivision No. SC315

Accreditation No. PSOA003
Relevant Development Consent No. 11093/2000
Issued by L.E.C.

~~Authorised Person/General Manager~~/Accredited Certifier

*Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, ROBERT IVAN HORTON

of PROUST & GARDNER CONSULTING P/L.
406 PACIFIC HIGHWAY , LINDFIELD

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

(1) each applicable requirement of
*Strata Schemes (Freehold Development) Act 1973
*~~Strata Schemes (Leasehold Development) Act 1986~~ has been met;

(2) * ~~(a) the building encroaches on a public place;~~
* ~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
* ~~has been created by registered I.....~~
* ~~is to be created under section 888 of the Conveyancing Act 1919.~~

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

Signature:

Date: 07.08.03

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

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS.

- ~~Residential Model By-laws adopted for this scheme~~
- ~~Keeping of Animals: Option (A)/B/C~~
- Schedule of By-laws in 2/3 sheets filed with plan
- ~~No By-laws apply~~

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

UNIT	ENTITLEMENT
1	56
2	56
3	55
4	55
5	57
6	57
7	56
8	56
9	69
10	69
11	69
12	69
13	69
14	69
15	69
16	69
AGGREGATE	1000

PLAN OF SUBDIVISION OF LOT 5 D.P. 1060013

LGA: WARRINGAH Suburb/~~Locality~~: BROOKVALE

Parish: MANLY COVE County: CUMBERLAND

SP71340 (E)

Registered: 16.10.2003

Purpose: STRATA PLAN

Ref. Map: U1860-64#

Last Plan: DP1060013

Name of, and address for services of notices on, the owners corporation *(Address required on original strata plan only)*

THE OWNERS
STRATA PLAN NO. 71340
No.14 FEDERAL PARADE
BROOKVALE 2100

FOR LOCATION PLAN SEE SHEET 2

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

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

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

SIGNED ON BEHALF OF STOOKATS PTY. LIMITED ACN 088 517 551 IN ACCORDANCE WITH S.127A OF THE CORPORATIONS ACT :

JOSEPH VESCIO
DIRECTOR.

FRANCESCA VESCIO
DIRECTOR.

Mortgagee under Mortgage No. 8956009
Signed at Sydney this 16th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager

Witness/Bank Officer Annabelle SMYTH
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 20940/STRATA

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LOCATION PLAN

SP71340

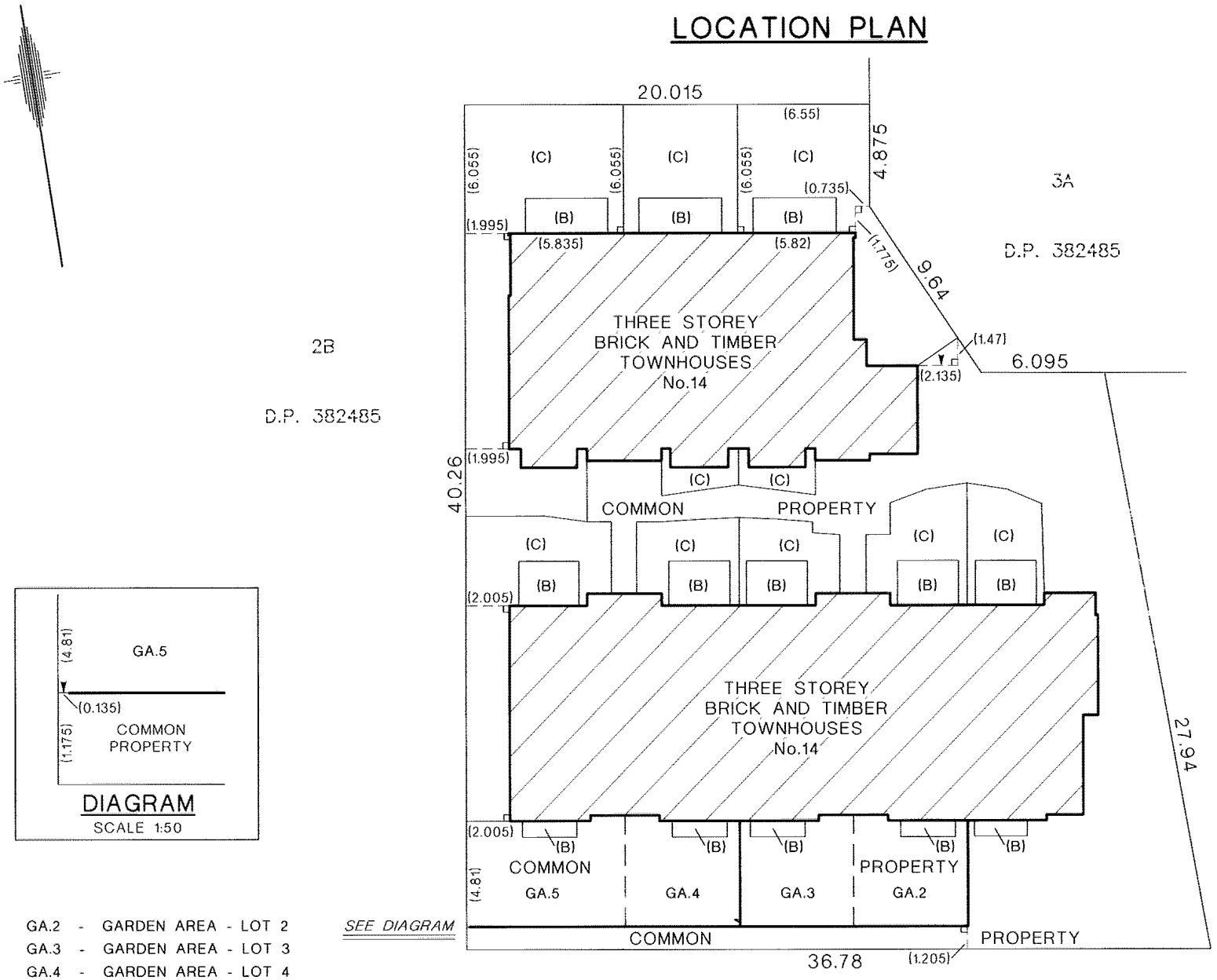


DIAGRAM
SCALE 1:50

GA.2 - GARDEN AREA - LOT 2
GA.3 - GARDEN AREA - LOT 3
GA.4 - GARDEN AREA - LOT 4
GA.5 - GARDEN AREA - LOT 5

SEE DIAGRAM

DENOTES A RIGHT ANGLE.
DENOTES PROLONGATION OF FACE OF WALL.
(B) DENOTES BALCONY.
(C) DENOTES COURTYARD.

FEDERAL PARADE

Reduction Ratio 1: 200

Lengths are in metres

07.08.03
Registered Surveyor

Authorised Person/~~General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

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GROUND FLOOR PLAN

SP71340

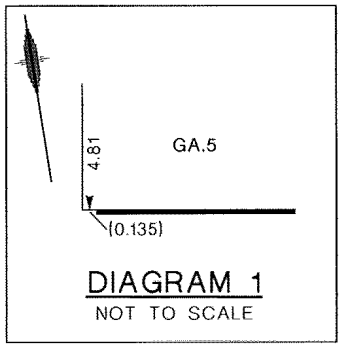
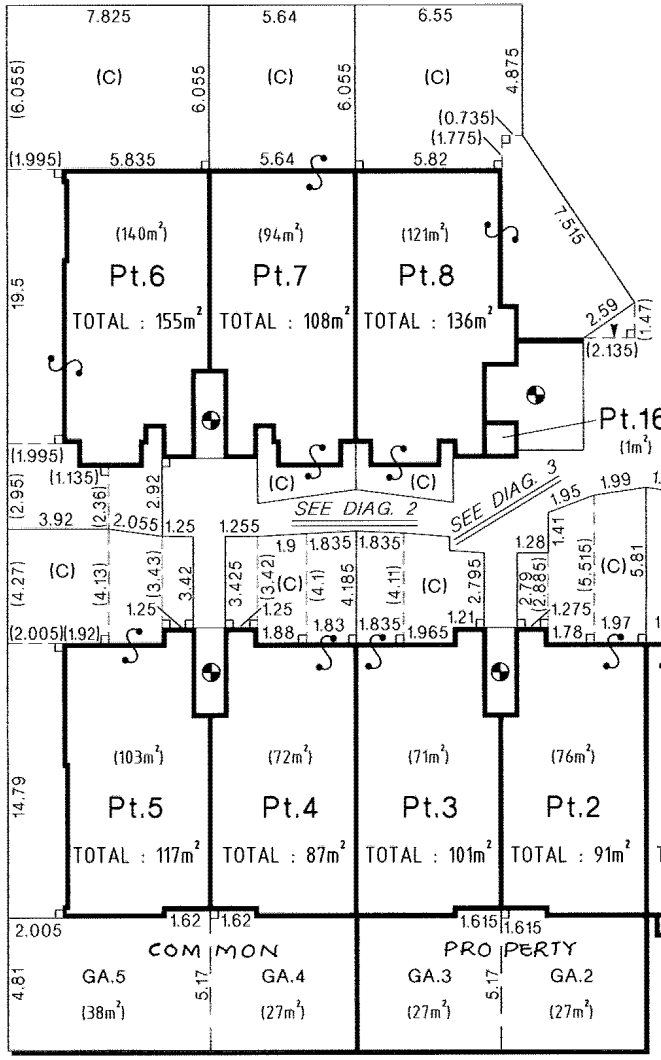


DIAGRAM 1
NOT TO SCALE



SEE DIAGRAM 1

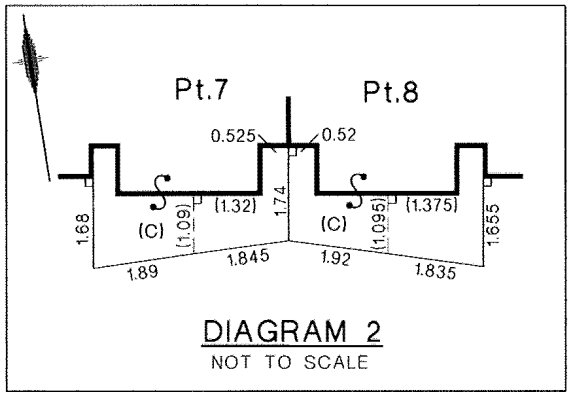


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NOT TO SCALE

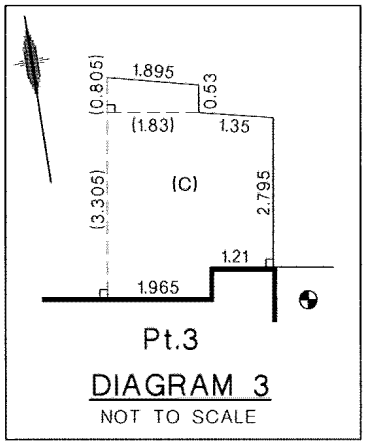


DIAGRAM 3
NOT TO SCALE

NOTES :-

1. COURTYARDS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE NO FLOOR EXISTS IN WHICH CASE THE HEIGHT IS LIMITED TO 3 METRES ABOVE AND 1 METRE BELOW THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE UNIT.EXCEPT WHERE COVERED
2. BALCONY IS LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED.
3. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
4. GARDEN AREAS ARE LIMITED IN HEIGHT TO 2 METRES ABOVE AND 1 BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

ϕ EXCLUSIVE

GA.2 -ϕ GARDEN AREA - LOT 2
GA.3 -ϕ GARDEN AREA - LOT 3
GA.4 -ϕ GARDEN AREA - LOT 4
GA.5 -ϕ GARDEN AREA - LOT 5

DENOTES A RIGHT ANGLE.
DENOTES PROLONGATION OF FACE OF WALL.
(B) DENOTES BALCONY.
(C) DENOTES COURTYARD.
DENOTES COMMON PROPERTY.

PLAN AMENDED IN LPI/NSW AT SERVEYOR'S REQUEST VIDE 2004M7601(142) & 2004/659 21.4.2004 DA

Reduction Ratio 1: 200

Lengths are in metres

07.08.03
Registered Surveyor

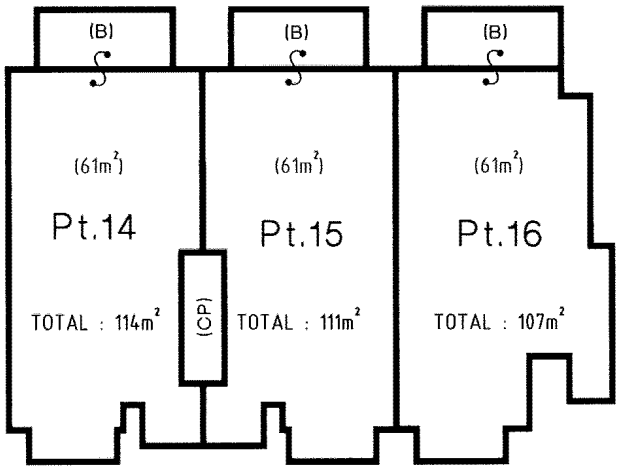
~~Authorised Person/General Manager~~/Accredited Certifier

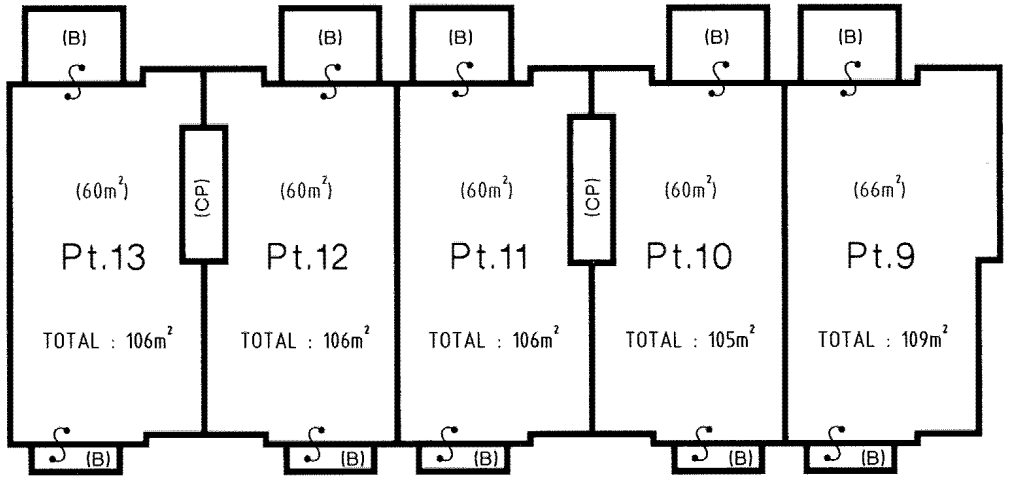
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SP71340

FIRST FLOOR PLAN





(CP) DENOTES COMMON PROPERTY.
(B) DENOTES BALCONY.

NOTES :-

1. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
2. BALCONIES ARE LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 150

Lengths are in metres

07.03.23
Registered Surveyor

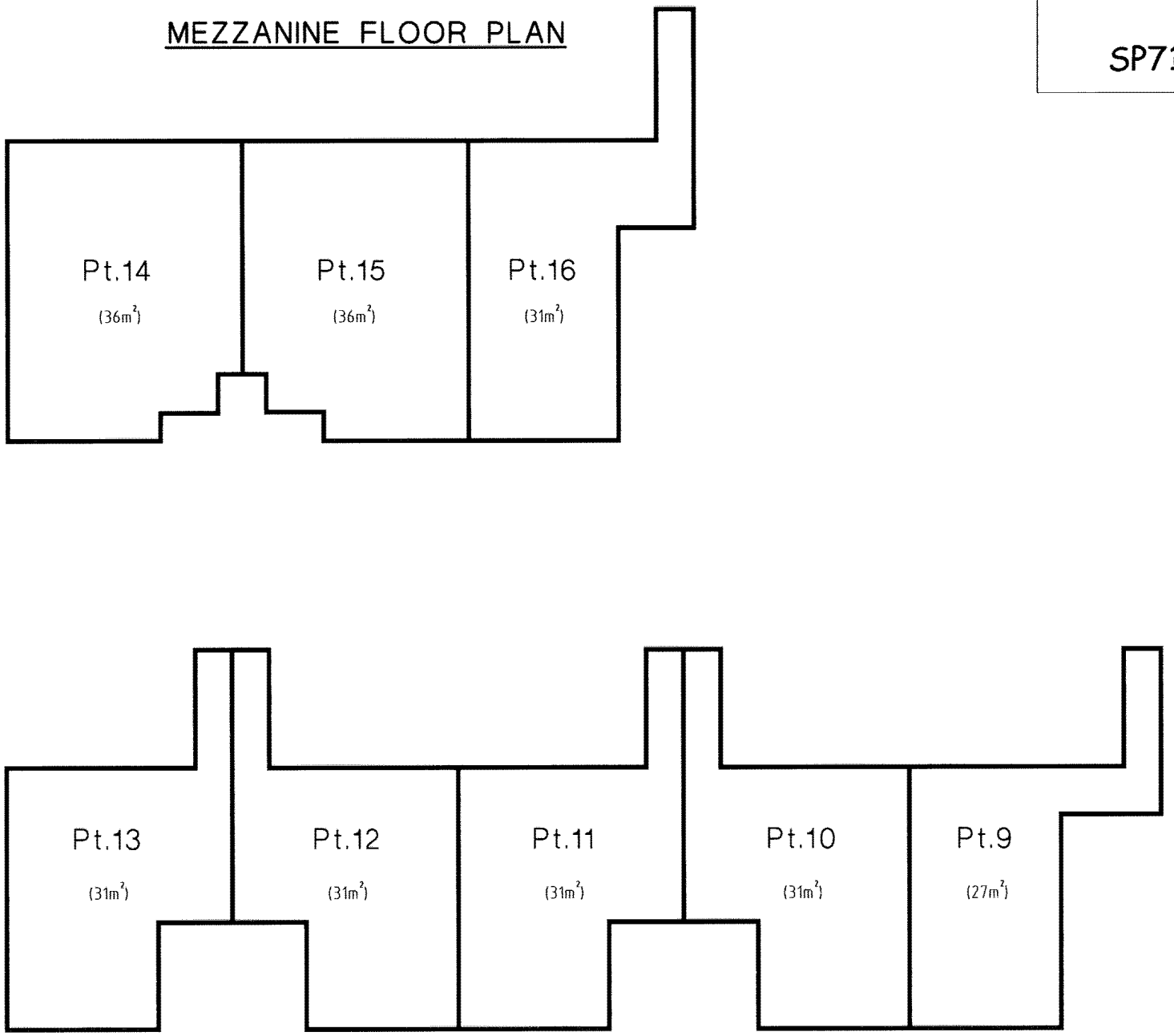
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MEZZANINE FLOOR PLAN

SP71340



NOTE :-

AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Reduction Ratio 1: 100

Lengths are in metres

07.08.03

Registered Surveyor

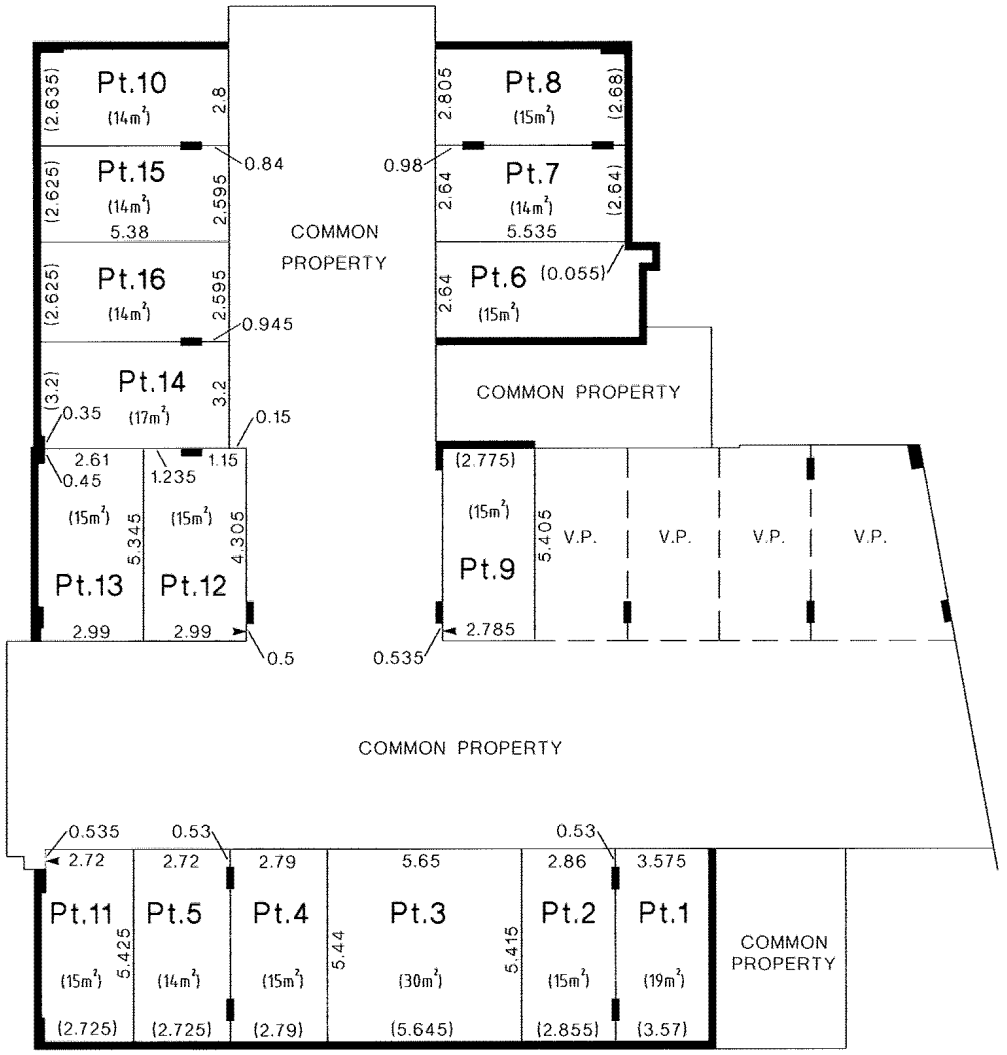
~~Authorised Person/General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

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BASEMENT LEVEL GARAGES

SP71340



- DENOTES CORNER OF WALL OR COLUMN.
- DENOTES PROLONGATION OF FACE OF COLUMN.
- DENOTES FACE OF COLUMN.
- DENOTES CENTRE OF COLUMN.

V.P. - DENOTES VISITOR PARKING. (COMMON PROPERTY).

NOTE :-

AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Reduction Ratio 1: 150

Lengths are in metres

07.08.03

Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

Req:R311255 /Doc:SP 0071340 P /Rev:22-Apr-2004 /NSW LRS /Pgs:ALL /Prt:08-Feb-2021 17:53 /Seq:6 of 6
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STRATA PLAN FORM 1 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | OFFICE USE ONLY

STRATA CERTIFICATE

*Name of ~~Council~~/*Accredited Certifier GORDON WREN

being satisfied that the requirements of the
*Strata Schemes (Freehold Development) Act 1973
*~~Strata Schemes (Leasehold Development) Act 1986~~
have been complied with, approves of the proposed:
*strata plan
*~~strata plan of subdivision~~
illustrated in the annexure to this certificate.

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

*~~The strata plan/strata plan of subdivision is part of a development scheme.~~ The ~~council~~/*accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

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*This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata Schemes (Leasehold ~~Development) Act 1986~~.

Date 12 SEP 2003
Subdivision No. SC315

Accreditation No. PSOA003
Relevant Development Consent No. 11093/2000
Issued by L.E.C.

~~Authorised Person/General Manager~~/Accredited Certifier

*Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, ROBERT IVAN HORTON

of PROUST & GARDNER CONSULTING P/L.
406 PACIFIC HIGHWAY , LINDFIELD

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

(1) each applicable requirement of
*Strata Schemes (Freehold Development) Act 1973
*~~Strata Schemes (Leasehold Development) Act 1986~~ has been met;

(2) * ~~(a) the building encroaches on a public place;~~
* ~~(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
* ~~has been created by registered I.....~~
* ~~is to be created under section 888 of the Conveyancing Act 1919.~~

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

Signature:

Date: 07.08.03

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

THIS IS SHEET 1 OF MY PLAN IN 6 SHEETS.

- ~~Residential Model By-laws adopted for this scheme~~
- ~~Keeping of Animals: Option (A)/B/C~~
- Schedule of By-laws in 2/3 sheets filed with plan
- ~~No By-laws apply~~

*Strike out whichever is inapplicable

SCHEDULE OF UNIT ENTITLEMENT

UNIT	ENTITLEMENT
1	56
2	56
3	55
4	55
5	57
6	57
7	56
8	56
9	69
10	69
11	69
12	69
13	69
14	69
15	69
16	69
AGGREGATE	1000

PLAN OF SUBDIVISION OF LOT 5 D.P. 1060013

LGA: WARRINGAH Suburb/~~Locality~~: BROOKVALE

Parish: MANLY COVE County: CUMBERLAND

SP71340 (E)

Registered: 16.10.2003

Purpose: STRATA PLAN

Ref. Map: U1860-64#

Last Plan: DP1060013

Name of, and address for services of notices on, the owners corporation *(Address required on original strata plan only)*

THE OWNERS
STRATA PLAN NO. 71340
No.14 FEDERAL PARADE
BROOKVALE 2100

FOR LOCATION PLAN SEE SHEET 2

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

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

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

SIGNED ON BEHALF OF STOOKATS PTY. LIMITED ACN 088 517 551 IN ACCORDANCE WITH S.127A OF THE CORPORATIONS ACT :

JOSEPH VESCIO
DIRECTOR.

FRANCESCA VESCIO
DIRECTOR.

Mortgagee under Mortgage No. 8956009
Signed at Sydney this 16th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager

Witness/Bank Officer Annabelle SMYTH
255 George Street, Sydney NSW

SURVEYOR'S REFERENCE: 20940/STRATA

InfoTrack
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LOCATION PLAN

SP71340

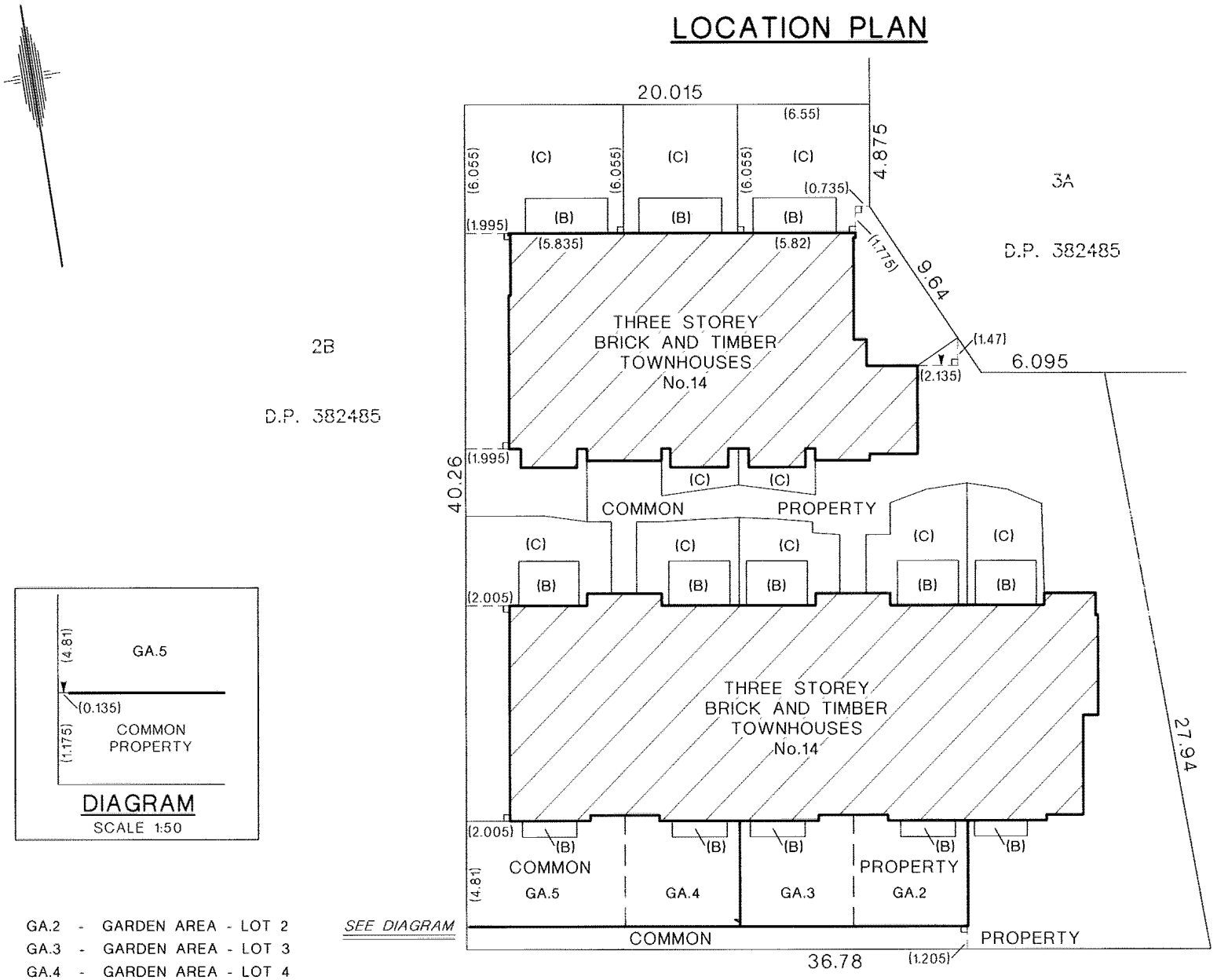


DIAGRAM
SCALE 1:50

GA.2 - GARDEN AREA - LOT 2
GA.3 - GARDEN AREA - LOT 3
GA.4 - GARDEN AREA - LOT 4
GA.5 - GARDEN AREA - LOT 5

SEE DIAGRAM

DENOTES A RIGHT ANGLE.
DENOTES PROLONGATION OF FACE OF WALL.
(B) DENOTES BALCONY.
(C) DENOTES COURTYARD.

FEDERAL PARADE

Reduction Ratio 1: 200

Lengths are in metres

07.08.03
Registered Surveyor

Authorised Person/~~General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

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GROUND FLOOR PLAN

SP71340

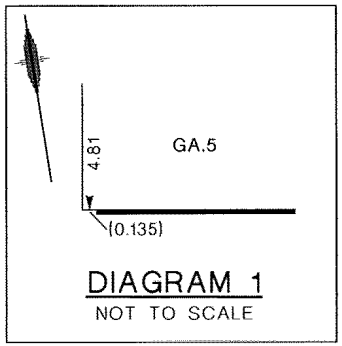
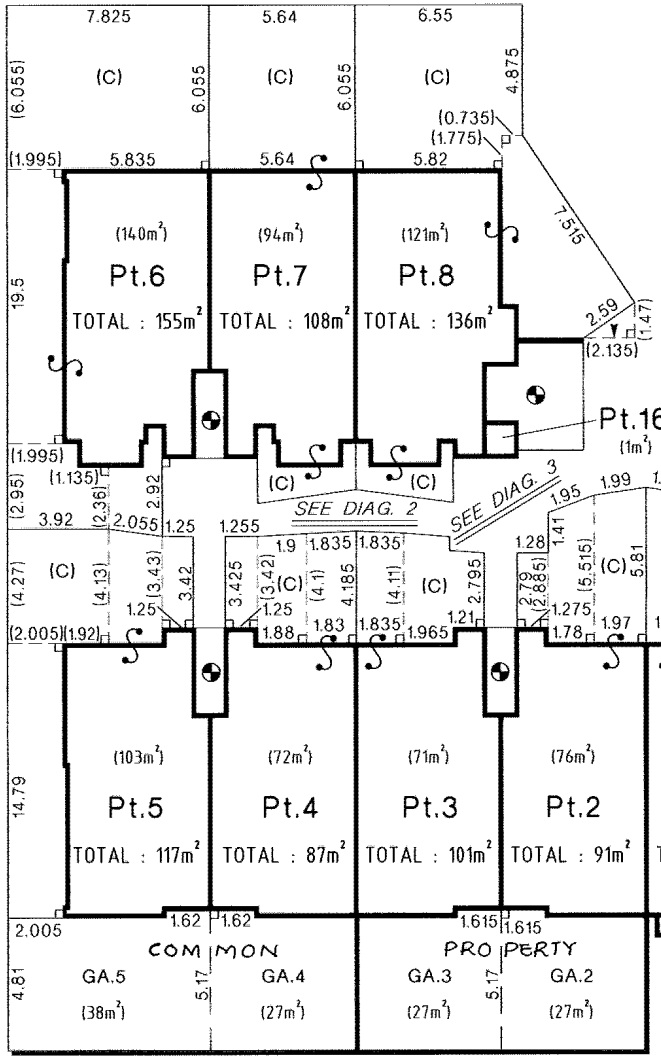


DIAGRAM 1
NOT TO SCALE



SEE DIAGRAM 1

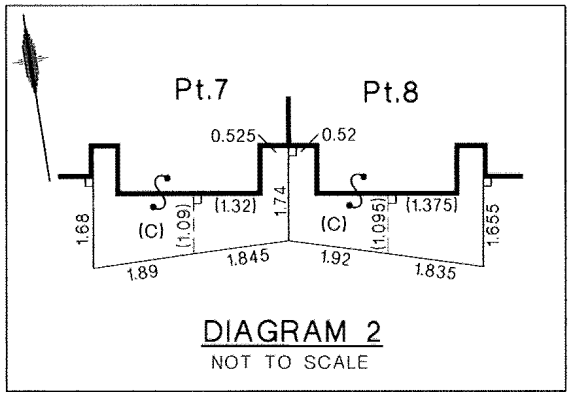


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NOT TO SCALE

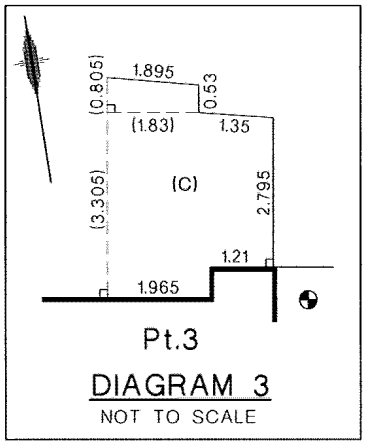


DIAGRAM 3
NOT TO SCALE

NOTES :-

1. COURTYARDS ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOORS EXCEPT WHERE NO FLOOR EXISTS IN WHICH CASE THE HEIGHT IS LIMITED TO 3 METRES ABOVE AND 1 METRE BELOW THE UPPER SURFACE OF THE FLOOR OF THE RESPECTIVE UNIT.EXCEPT WHERE COVERED
2. BALCONY IS LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED.
3. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
4. GARDEN AREAS ARE LIMITED IN HEIGHT TO 2 METRES ABOVE AND 1 BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT.

ϕ EXCLUSIVE

GA.2 -ϕ GARDEN AREA - LOT 2
GA.3 -ϕ GARDEN AREA - LOT 3
GA.4 -ϕ GARDEN AREA - LOT 4
GA.5 -ϕ GARDEN AREA - LOT 5

DENOTES A RIGHT ANGLE.
DENOTES PROLONGATION OF FACE OF WALL.
(B) DENOTES BALCONY.
(C) DENOTES COURTYARD.
DENOTES COMMON PROPERTY.

PLAN AMENDED IN LPI/NSW AT SERVEYOR'S REQUEST VIDE 2004M7601(142) & 2004/659 21.4.2004 DA

Reduction Ratio 1: 200

Lengths are in metres

07.08.03
Registered Surveyor

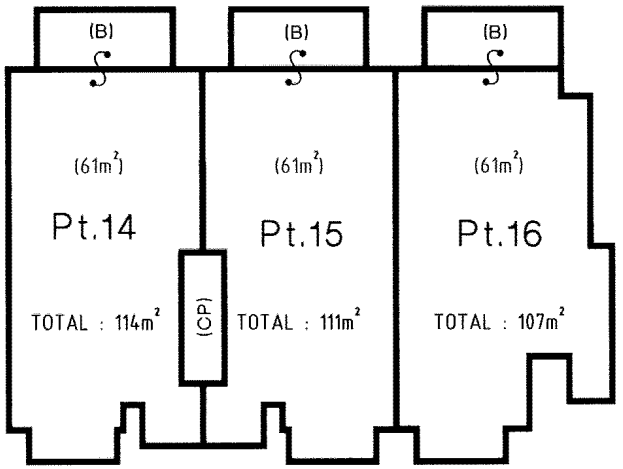
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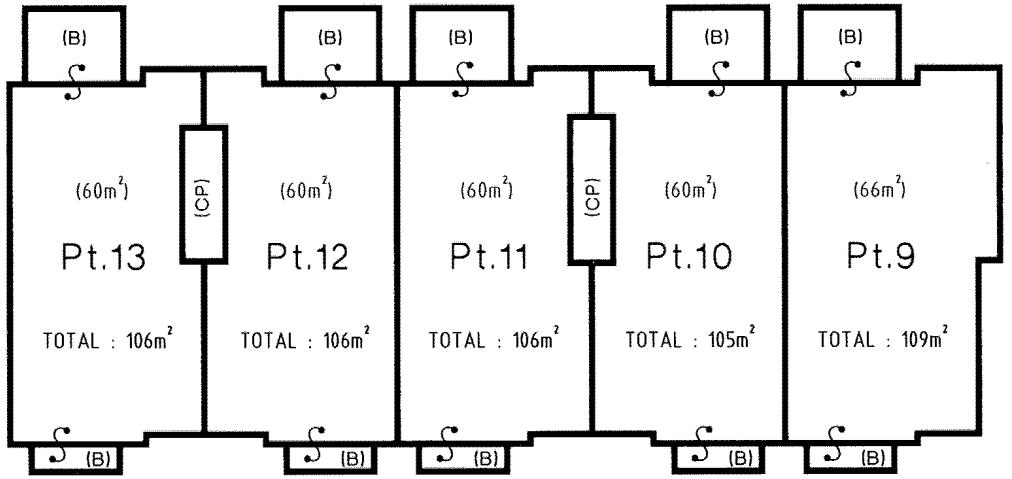
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SP71340

FIRST FLOOR PLAN





(CP) DENOTES COMMON PROPERTY.
(B) DENOTES BALCONY.

NOTES :-

1. AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.
2. BALCONIES ARE LIMITED IN HEIGHT TO 2 METRES ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED.

Reduction Ratio 1: 150

Lengths are in metres

07.03.23
Registered Surveyor

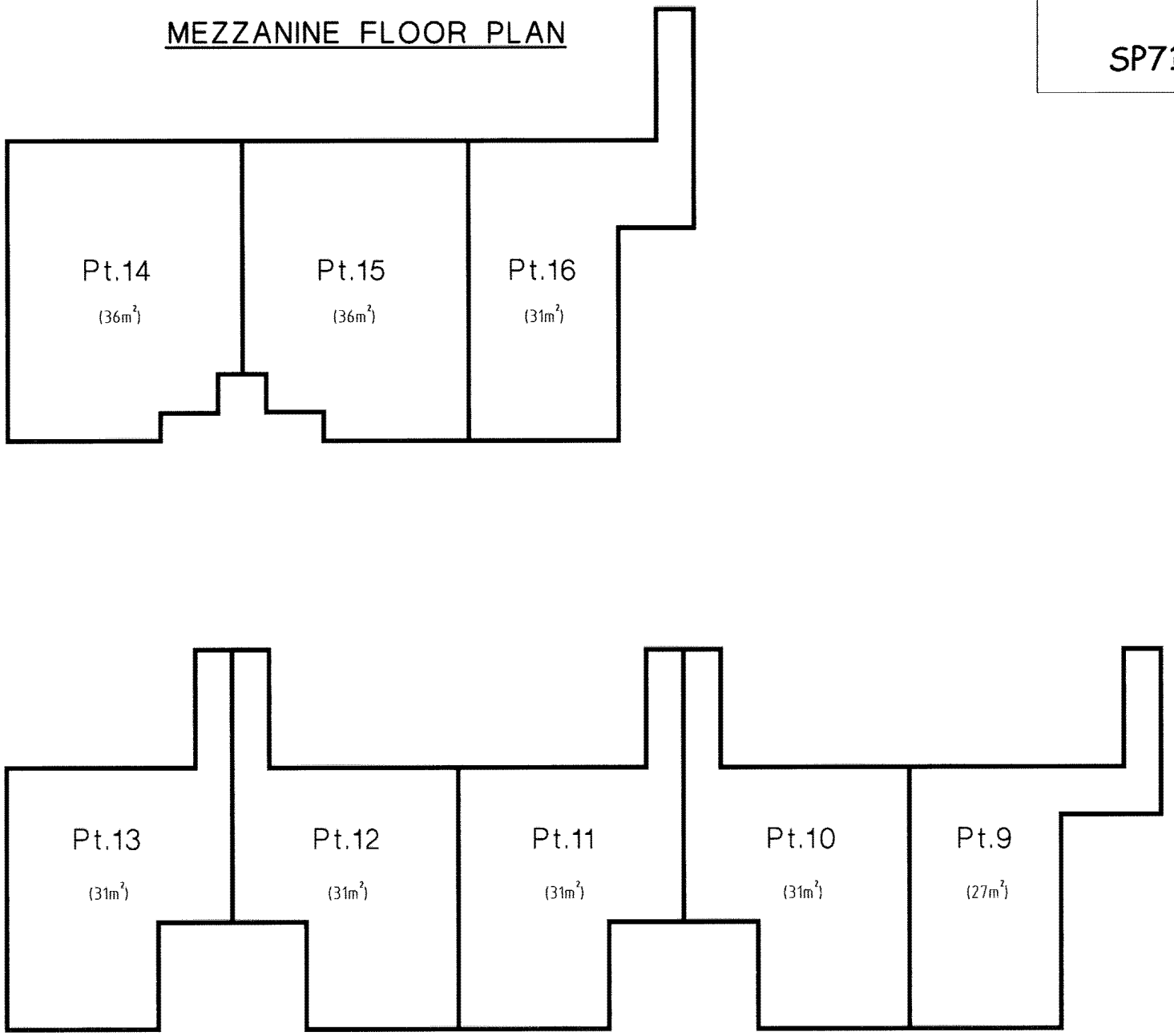
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SURVEYOR'S REFERENCE: 20940/STRATA

Req:R311255 /Doc:SP 0071340 P /Rev:22-Apr-2004 /NSW LRS /Pgs:ALL /Prt:08-Feb-2021 17:53 /Seq:4 of 6
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MEZZANINE FLOOR PLAN

SP71340



NOTE :-

AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Reduction Ratio 1: 100

Lengths are in metres

07.08.03

Registered Surveyor

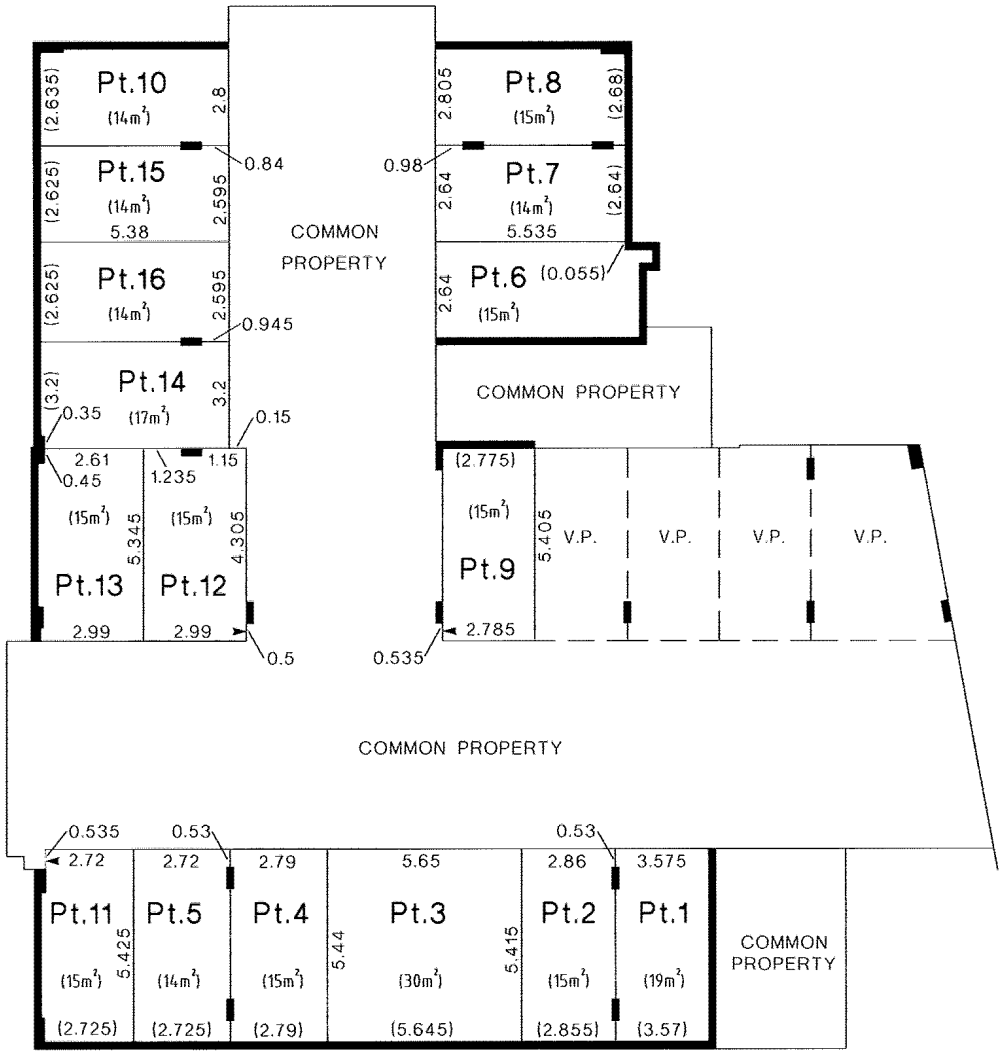
~~Authorised Person/General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

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BASEMENT LEVEL GARAGES

SP71340



- DENOTES CORNER OF WALL OR COLUMN.
- DENOTES PROLONGATION OF FACE OF COLUMN.
- DENOTES FACE OF COLUMN.
- DENOTES CENTRE OF COLUMN.

V.P. - DENOTES VISITOR PARKING. (COMMON PROPERTY).

NOTE :-

AREAS ARE APPROXIMATE FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Reduction Ratio 1: 150

Lengths are in metres

07.08.03

Registered Surveyor

~~Authorised Person/General Manager~~/Accredited Certifier

SURVEYOR'S REFERENCE: 20940/STRATA

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919 AND SECTION 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973.

Plan:

SP71340

Subdivision of Lot 5
DP 1060013 Strata
Covered by ~~Council's~~ Certificate
No. SC315

Full name and address of the owner of the Land:

STOOKATS Pty Limited
C/- 25 Annfield St
Kellyville Ridge 2155

PART 1

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

PART 2

TERMS OF POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

a) The responsibility for ensuring that garbage bins and recyclable bins are placed at the appropriate time and in the appropriate location for pick up lies with the property owner. This responsibility shall transfer to the Owners Corporation in the event of strata subdivision of the site.
b) Garbage and recyclable bins shall be presented at the kerb line in Victor Road and shall not obstruct vehicular access to Federal Parade.
c) Garbage and recyclable bins shall be presented between 5:00am and 6:00am on a nominated morning for garbage services for the area. They shall be returned to the ... the day of service after the provision of the last service.

WARRINGAH COUNCIL
.....
Authorised Person

.....
Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

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Plan:

Subdivision of Lot 5
DP 1060013 Strata
Covered by ~~Council's~~ Certificate
No. SC 315

SP71340

TERMS OF RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

The registered proprietors covenant with the Warringah Council (Council) in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater) shown on plans approved by the Council as D.A. 2000/4562 (hereinafter called "the system")

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

i. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

Ii Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council as D.A. 2000/4562 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act shall mean the Conveyancing Act 1919.

WARRINGAH COUNCIL

Authorised Person

Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

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Plan:

SP71340

Subdivision of Lot 5
DP 1060013 Strata
Covered by ~~Council's~~ Certificate
No. SC315

TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

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

I. The registered proprietors will:

i. keep the structure and works clean and free from silt, rubbish and debris.

ii. maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

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. 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.

IV. 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 proprietors fail 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 I. hereof.

ii. The Council may recover from the registered proprietors 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

.....
Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSUA 003

WARRINGAH COUNCIL
.....
Authorised Person

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Plan:

Subdivision of Lot 5
DP 1060013 Strata
Covered by ~~Council's~~ Certificate
No.

SP71340

for machinery, tools and equipment in conjunction with the said work.

(b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

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

For the purposes of this covenant:

Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council as D.A. 2000/4562 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

NAME OF PERSONS OR AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE TERMS OF THE RESTRICTION AND POSITIVE COVENANTS FIRSTLY TO THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Warringah Council

WARRINGAH COUNCIL

Authorised Person

Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

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SP71340

Plan:

Subdivision of Lot 5
DP 1060013 Strata
Covered by ~~Council's~~ Certificate
No.

SIGNED ON BEHALF OF STOOKATS PTY. LIMITED ACN 088 517 551 IN ACCORDANCE WITH S.127A OF THE CORPORATIONS ACT.

~~The Common Seal of STOOKATS Pty. Limited was herewith affixed by authority of the Board of Directors:~~

JOSEPH VESCIO.
DIRECTOR

FRANCESCA VESCIO
DIRECTOR.

in the presence of:

..... (Witness)

..... (Signature of Witness)

Mortgagee under Mortgage No. 8956009
Signed at Sydney this 16th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

.....
Manager

.....
Witness/Bank Officer Annabelle SMYTH
255 George Street, Sydney NSW

WARRINGAH COUNCIL
.....
Authorised Person

.....
Gordon Wren
Accredited Certifier - Strata
Accreditation No: PSOA 003

[redacted]

M:\Word\Docs\MB\20940-Federal Parade_Brookvale\88B Instrument.doc

REGISTERED 16.10.2003

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M 87836

No. M 87836

R.P. 13A

70 DEC 2 PM 3 15

NEW SOUTH WALES

New South Wales

STAMP DUTY

FEES:—
Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, WE, JOHN WILLIAM EMMETT of North Balgowlah, Accountant and WILLIAM JOSEPH FLANAGAN of Collaroy, Pharmaceutical Chemist

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

(herein called transferor)

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of SEVENTEEN THOUSAND DOLLARS ---

($17,000.00) (the receipt whereof is hereby acknowledged) paid to us by

MARCIA MILLBURN and IAN SYDNEY MAURICE MILLBURN

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

[b] MARCIA MILLBURN, Married Woman and IAN SYDNEY MAURICE MILLBURN, Public Servant, both of 12 Federal Parade, Brookvale as tenants in in common in equal shares

(herein called transferee)

c The description may refer to the defined residue of the land in a certificate or grant (e.g. " And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Lands (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	MANLY COVE	WHOLE	10372	228	

MBP538

60682 RP.1E

26405—W 9.65 K 11n5—2 V. C. H. BLIGHT, GOVERNMENT PRINTER

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~~And the transferee covenant(s) with the transferor~~

d Strike out if unnecessary or suitably adjust,

(i) if any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

And the Transferees covenant with the Transferors to the burden of the land hereby transferred for the benefit of the land in Certificate of Title Volume 10372 Folio 226 but only during the ownership of the said land in Certificate of Title Volume 10372 Folio 226 by JOHN WILLIAM EMMETT and WILLIAM JOSEPH FLANAGAN, their executors, administrators and assigns other than Purchasers on sale that no fence shall be erected on the land hereby transferred to divide it from the said land in Certificate of Title Volume 10372 Folio 226 without the consent of the Transferors but such consent shall not be withheld if such fence is erected without expense to the Transferors and in favour of any person dealing with the Transferees 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 Transferors or other registered proprietor for the time being of the said land in Certificate of Title Volume 10372 Folio 226.

ENCUMBRANCES, &c., REFERRED TO.* N I L.

e A very short note will suffice.

K 1165—2

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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."

[f] Execution in New South Wales may be proved if this instrument is 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 received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging 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 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 a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), 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.

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

[h] 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.

Signed at Brocksdale the thirty first day of July 1970.

[f] Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME are Drollica JP.

W. J. Flanagan
Transferor.

John W Emmett

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

Signed in my presence by the transferees

WHO IS PERSONALLY KNOWT TO ME are

Solicitor

J. Mulcahy.
A. Millman Transferees.

~~D. Heaney, Solicitor~~ ~~Transferee(s) from the Transferees whose signatures hereto cannot be obtained without difficulty and delay.~~

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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.[s]

Signed at the day of 19 .

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[h]

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.

[s] If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, 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; 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.

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No. M 87836

Lodged by DEXTER HOWLEY.

Address 82. P.S.S. St.

Phone No. 28 15 13

PARTIAL DISCHARGE OF MORTGAGE.[1]

(N.B.—Before execution read marginal note.)

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.

[1] This discharge is appropriate to a transfer of part of the land in the Mortgage. 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 is 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.

DOCUMENTS LODGED HEREWITH
To be filled in by person lodging dealing

1.	ICT	Received Docs.
2.		
3.		Nos.
4.	8/12/70	
5.		Receiving Clerk
6.		
7.		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER = Subject to Covenant =
Checked by	Particulars entered in Register Book 8-12-1970
Passed (in S.D.B.) by	at
Signed by	Registrar General

Withdraw Free from RGX M-38538

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

VOL. FOL.

R 1165—2

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

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

AQ39890R

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

(A) **TORRENS TITLE**

For the common property
CP / SP 71340

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
IW	Fresh Strata 3/529 Pittwater Road, Brookvale 2100 NSW reception@freshstrata.com.au 02 9939 8061 Reference:	CH

(C) The Owners-Strata Plan No. 71340 certify that a special resolution was passed on 27/11/2019

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Laws 1 - By-Laws 23
Amended by-law No. NOT APPLICABLE
as fully set out below:

Attention is directed to the adoption of by-laws 1 - 23 see Annexure "A"

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A".

(G) The seal of The Owners-Strata Plan No. 71340 was affixed on 7/4/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:
Name: Kenya Pascoe-Thompson
Authority: Strata Manager

Signature:
Name:
Authority:

THE OWNERS - STRATA PLAN No. 71340 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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STRATA PLAN NO. SP 71340

CONSOLIDATION OF BY-LAWS

ANNEXURE "A"

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By-Laws SP 71340

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By-Law 2: Vehicles 3
By-Law 3: Obstruction of common property 3
By-Law 4: Damage to lawns and plants on common property 3
By-Law 5: Damage to common property 3
By-Law 6: Behaviour of owners and occupiers 4
By-Law 7: Children playing on common property 4
By-Law 8: Behaviour of invitees 4
By-Law 9: Depositing rubbish and other material on common property 4
By-Law 10: Drying of a laundry item 4
By-Law 11: Cleaning windows and doors 4
By-Law 12: Storage of inflammable liquids and other substances and materials 4
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By-Law 18: Noticeboard 6
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By-Law 1: Noise

An owner or occupier of a lot 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.

By-Law 2: Vehicles

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

By-Law 3: Obstruction of a common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-Law 4: Damage to lawns and plants on common property

An owner or occupier of a lot must not:

1. Damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or,
2. Use for his or her own purposes as a garden any portion of the common property.

By-Law 5: Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the Owners Corporation.

(2) An approval given by the Owners Corporation under subclause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

(a) Any locking or other safety device for protection of the owner's lot against intruders, or
(b) Any screen or other device to prevent entry of animals or insects on the lot, or
(c) Any structure or device to prevent harm to children.

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

(5) Despite Section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

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By-Law 6: Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

By-Law 7: Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 8: Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-Law 9: Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-Law 10: Drying of a laundry item

An owner or occupier of a lot 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 other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

By-Law 11: Cleaning windows and doors

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

By-Law 12: Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
(2) This by-law does not apply to chemicals, liquids gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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By-Law 13: Moving furniture and other objects on or through common property

An owner of occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-Law 14: Floor coverings

(1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 15: Garbage disposal

An owner or occupier of a lot:

(a) Must maintain within the lot, or on such part of the common property as may be authorised by the Owners Corporation, in clean and dry condition and adequately covered a receptacle for garbage, and

(b) Must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

(c) For the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and

(d) When the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

(e) Must not place anything in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) Must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-Law 16: Keeping of animals

(1) Subject to Section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the Owners Corporation, keep any animal on the lot or the common property.
(2) The Owners Corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

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By-Law 17: Appearance of lot

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

By-Law 18: Notice-board

An Owners Corporation must cause a notice-board to be affixed to some part of the common property.

By-Law 19: Change in use of lot to be notified

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in a way that may affect 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).

By-Law 20: Exclusive use of Garden Areas (lots 2, 3, 4, & 5)

The Owner: The respective Owners for the time being of Lots 2,3, 4 and 5.

The Garden Area: That part of the common property, respectively described in the Strata Plan as "Garden area Lot 2", "Garden area. Lot 3" and "Garden area Lot 4" and "Garden area Lot 5"

Exclusive Use:

Subject to this By-Law

(i) The owner of Lot 2 shall have the exclusive right to use the garden area Lot 2
(ii) The owner of Lot 3 shall have the exclusive right to use the garden area Lot 3
(iii) The owner of Lot 4 shall have the exclusive right to use the garden area Lot 4
(iv) The owner of Lot 5 shall have the exclusive right to use the garden area Lot 5

For the purpose of

(i) a private courtyard, maintenance of the landscape and passive recreation.
(ii) the permitted use of the Owners Lot;
(iii) anything reasonably related to any such use.

The Owner shall:

(i). be responsible for the proper maintenance of and keeping in a state of good serviceable repair of the garden area they have the exclusive use right for.

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(ii) maintain the existing landscape of the garden area they have the exclusive use right for, including regular watering, weeding, lawn mowing and replacement of damaged or dead plants; and

(iii) not plant additional trees or shrubs or replace existing species of the garden area they have the exclusive use right for, with any alternate species without the specific written approval of the Owners Corporation.

To the extent possible at law where the context permits a reference to the Owner includes the owner or occupier of the lot.

The Owner shall:

(.1) indemnify the Owners Corporation from and against all claims demands and liabilities of any kind:

(i) in respect of damage to any property and death or injury to any person;
(ii) or any action by council or any other authority in relation to any breach of any of their requirements; or
(iii) otherwise.

arising out of the rights and obligations conferred on the Owner by this By-Law;

(b) first obtain and then comply with the conditions of, any consent required in respect of any right or obligation of the Owner under this By-Law; and

(c) not do anything in relation to the garden area that:

(i) is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to any other owner or occupier of any lot in the Strata Plan.

(ii) will detract from, the appearance of the property the subject of the Strata Plan;

(iii) hang clothes out to dry.

(d) not cause, permit or suffer any breach of any obligation of the owner under this By-Law

'Without prejudice to any other right of the Owners Corporation.

The Owners Corporation including its agents, employees, contractors or anyone else authorised by the Owners Corporation shall from time to time *be* entitled to inspect the garden area at any reasonable time. The Owners Corporation may serve a notice on the owner requiring the owner to comply with a specified part or whole of this By-Law if the Owners Corporation is satisfied that the owner has contravened this By-Law. If the Owner does not comply with this By-Law within 30 days or in the event of any emergency within such shorter time as is reasonable in the circumstances after the date of service of the notice the Owners Corporation may but shall not be obliged to cause anything required by this By Law to be done and may recover the cost of doing so as a liquidated debt from the Owner. Service may be affected by leaving a notice at the Owner's lot or by means provided for in section 170 of the Conveyancing Act 1919 as amended.

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By-Law 21: Blinds

All internal blinds or window dressings are to be Silent Gliss, 4210 (chain operated) or 4450 (electric operated) sun screen or block out roller blinds or equivalent. The fabric should have a white appearance when viewed externally. Any enquiries about the suitability of the systems that are deemed to be equivalent (in other words not from Silent Gliss) should be referred to the owners corporation for approval.

By-Law 22: Works (Lot 10)

PART 1

GRANT OF RIGHT

1.1 Notwithstanding anything contained in any by-law applicable to the strata scheme, the Owner has the special privilege to carry out the Major Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

PART 2

APPLICATION OF SPECIAL BY-LAW

2.1 The provisions of Parts 2 and 3.2-3.12 (inclusive) of By-Law are adopted for the purposes of this by-law with the exception of the insertion of the definition of "Plans" and the amendment of the definition of "Major Works" and "Lot" as follows:

PART 3

DEFINITIONS

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

(a) **Act** means the *Strata Schemes Management Act 2015.*

(a) **Approved Form** means the form attached at **Annexure "A – Building Works Application Form"** or as the strata committee may otherwise approve from time to time.

(b) **Australian Standards** means the standards, codes and regulations which govern building and construction work from time to time as relevant and applicable to the particular works being carried out by the Owner.

(c) **Authority** means any government, semi-government, statutory, judicial, quasi-judicial, public or other authority having any jurisdiction over the Lot or the Building including but limited to the local council, a court or a tribunal.

(d) **Bond** means the amount of $1,000.00 or an amount determined by the strata committee payable to the Owners Corporation. The strata committee shall notify the Owner as to the amount payable prior to the Owner commencing works. The Bond may be in the form of a bank guarantee.

(e) **Building** means the building situated at 14 Federal Pde, NSW, 2100.

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(f) **Building Manager** means the building manager engaged by the Owners Corporation from time to time.

(g) **Cosmetic Works** means cosmetic works as defined from time to time in the Act and the Regulations.

(h) **Essential Works** means any essential maintenance, repair, replacement, upgrading or emergency works that the Owners Corporation is required to do under the Act or any other law to any part of common property structure or services including within a lot.

(i) **Insurance** means:

(i) contractors all risk insurance (including public liability insurance) in the sum of $20,000,000.00;

(ii) insurance required under the *Home Building Act 1989* (if any); and

(iii) workers' compensation insurance.

(j) **Lot** means any lot in strata plan number 71340

(k) **Major Works** means works that are not Minor Works or Cosmetic Works, and include:

(i) work involving structural changes;

(ii) work requiring penetration to or removal of common property floors, walls and ceilings;

(iii) work that changes the external appearance of a lot, including the installation of an external access ramp;

(iv) work involving waterproofing; and

(v) any other item prescribed by the Regulations pursuant to sections 109(2)(h) or 110(7)(g) of the Act not to be Cosmetic Works or Minor Works.

(l) **Minor Works** means works as defined from time to time in the Act and the Regulations including but not limited to:

(i) renovating a kitchen;

(ii) changing recessed light fittings;

(iii) installing or replacing wood or other hard floors;

(iv) installing or replacing wiring or cabling or power or access points;

(v) work involving reconfiguring of internal walls;

(vi) installing security or alarm system;

(vii) installing a reverse cycle split system air-conditioner; and

(viii) replacing bathroom fixings and fittings (i.e. tap-ware, basin, toilet) where tiles or plumbing connections are not affected.

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(m) **Owner** means the owner(s) of the Lot(s).

(n) **Owners Corporation** means the owners corporation constituted upon the registration of Strata Plan No 71340.

(o) **Regulations** means the *Strata Schemes Management Regulations 2016.*

(p) **Works** means Minor Works and Major Works.

3.2 In addition to the definitions above, the following definitions are also adopted:

(a) "**Major Works**" means the works to the Lot and the common property to be carried out in connection with the bathroom renovation works for the Lot including:

(i) demolition, plumbing, waterproofing, retiling; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

(b) "**Lot**" means Lot 10 in strata plan 71340.

(c) "**Plans**" means the plans/drawings prepared by Lot 10 and dated 14 September 2018 a copy of which were tabled at the meeting at which this by-law was passed (EGM held on the 30/05/2019) and which may be attached to this by-law.

PART 4

CONDITIONS

4.1 The owner must comply with any conditions set out by the Owners Corporation in relation to the Major Works.

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Annexure "A"

STRATA PLAN (NUMBER), (ADDRESS) 71340

BUILDING WORKS APPLICATION FORM 14 Federal Pde, Brookvale 2100

Use this form if you wish to undertake building works or renovations within your apartment. This form is to be construed according to the conditions outlined in the SPECIAL BY-LAW NO.< > FOR WORKS. Please ensure you have read and understood the document before completing this form. No work may commence until your application is approved by the Executive Committee, or in the case of building works affecting common property, an appropriate by-law has been made and registered.

OWNERS NAME Pamela Jackson UNIT/LOT NUMBER 10

CONTACT TELEPHONE (list all) 0417638393 (h) 94511628 (w) 94126842

EMAIL ...pam.jackson037@gmail.com.....

LOCATION: ☐ KITCHEN ☑ x2 BATHROOM ☐ TOILET ☐ HALLWAY

☐ LIVING ROOM ☐ BEDROOM ☐ OTHER.....

WORK INVOLVES: ☑ PAINTING ☑ TILING ☑ FLOOR SURFACES ☑ ELECTRICAL

☐ CEILING ☐ AIRDUCTS ☐ FIRE SPRINKLERS

☑ PLUMBING ☑ MASONRY ☑ WALL REMOVAL/PENETRATION

☑ COMMON PROPERTY ALTERATION ☐ OTHER .....

PREFERRED DATE OF WORKS STARTING 14/1/18 ENDING 8/3/18

PLEASE ATTACH ☐ BRIEF DESCRIPTION OF INTENDED WORKS On builder's quotes attached

AND EITHER: ☐ PLAN BY ARCHITECT (if available) No change to floor plan

OR: ☐ ROUGH PLAN / DIAGRAM (provided by owner)

☐ SECURITY DEPOSIT: CHEQUE for $1,000 made out to "The Owners - Strata Plan No 71340"

☐ DEVELOPMENT APPLICATION

I the undersigned hereby warrant that I have read the Special By-Law No. 1 < > for Works and agree to comply with all of the conditions and limitations imposed thereby.

OWNERS SIGNATURE: ..... DATE 29/10/18

ADDITIONAL WARRANTIES (IF APPLICABLE)

STRUCTURAL ALTERATIONS:
As the work applied for entails the removal and/or penetration of masonry within the apartment, I hereby warrant that I accept full responsibility for the upkeep and preservation of the altered masonry

OWNERS SIGNATURE: ..... DATE 29/10/18

CEILING CAVITY ALTERATIONS:
As the work applied for entails the alteration of one or more ceiling cavities in the apartment, I hereby warrant that I accept full responsibility for any loss of acoustic amenity caused by the alteration.

N/A

OWNERS SIGNATURE: ..... DATE.....

HARDFLOORING IN DESIGNATED AREAS:
As the work applied for entails the installation of hard flooring surfaces other than in a kitchen, bathroom or toilet, I hereby warrant that, after the new floor is installed, I shall pay for acoustic testing and will remove the hard floor and re-install carpet if it is found to provide inadequate acoustic installation.

N/A

OWNERS SIGNATURE: ..... DATE.....

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THE OWNERS · STRATA PLAN NO. 71340 Common Seal

Kenya Pascoe-Thompson
Strata Manager
Kenya Jade

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By-law 23 – Works (Lot 14)

PART 1 - DEFINITIONS & INTERPRETATION

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

(a) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot.

(b) **Australian Standards** means the Building Code of Australia within the meaning of the Environmental Planning and Assessment Act 1979 and regulations, Australian Standards as set by Standards Australia, and any standards or guidelines issued by an Authority.

(c) **Building Works** means the renovation and/or alteration of bathroom in accordance with the Owner's Schedule of Works.

(d) **Building** means the building known as 14 Federal Parade, Brookvale NSW 2100.

(e) **Lot** means Lot 14 in the Strata Plan.

(f) **Owner** means the owner of the lot.

(g) **Owners Corporation** means the owners corporation created by the registration of the Strata Scheme 71340.

(h) **Reasonable and satisfactory standard** means a state of good and serviceable repair, approved by the Owners Corporation (whether retrospectively or in anticipation of the Building Works) and as close to that condition as possible, accounting for fair wear and tear.

(i) **Schedule of Works** means the Owner's list of all of the Building Works proposed to be performed or already completed, attached hereto and marked "Annexure A" (or as otherwise submitted to and approved by the Owners Corporation).

(j) **Strata Plan** means the strata plan for Strata Scheme 71340.

1.2 In this by-law, unless the context otherwise requires, a word which denotes:

(a) the singular includes plural and vice versa;

(b) any gender includes the other genders;

(c) any terms in the by-law will have the same meaning as those defined in the Strata Schemes Management Act 2015; and

(d) references to legislation includes references to amending and replacing legislation.

PART 2 – EXCLUSIVE USE

Subject to the conditions in Part 3 of this By-law, the Owner will have the special privilege to carry out the Building Works (at the Owner's cost and to remain the Owner's fixture) and the right of exclusive use and enjoyment of those parts of the common property occupied by the Building Works.

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PART 3 - CONDITIONS

1. MAINTENANCE

The Owner must properly maintain and keep to a reasonable and satisfactory standard that part of the common property used for the Building Works, and must replace the Building Works if and as required from time to time.

2. DOCUMENTATION

Before commencing the Building Works, the Owner must submit the following documents relating to the Building Works to the Owners Corporation for approval:

(a) a Schedule of Works (if substantially amended from those set out in Annexure A);

(b) structural specifications (if required); and

(c) any other document reasonably required by the Owners Corporation.

3. APPROVALS

(a) The Building Works must be compliant with Australian Standards.

(b) Before commencing the Building Works the Owner must obtain approval for the performance of the Building Works from:

(i) the relevant consent Authority under the Environmental Planning and Assessment Act (if required); and

(ii) any other relevant statutory Authority whose requirements apply to the Building Works.

4. INSURANCE

Before commencing the Building Works, the Owner must effect or cause to be effected the following insurances, to the extent that each is required:

(a) insurance required under the Home Building Act 1989;

(b) contractors all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the works to a minimum of $20,000,000); and

(c) workers' compensation insurance.

5. PERFORMANCE OF WORKS

In performing the Building Works, the Owner must:

(a) transport all construction material, equipment debris and other material in the manner reasonably directed by the Owners Corporation;

(b) protect all areas of the scheme outside the Lot from damage by the Building Works or the transportation of construction materials, equipment, debris;

(c) keep all areas of the Building outside the Lot clean and tidy throughout the performance of the Building Works;

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(d) only perform the Building Works at the times approved by the Owners Corporation;

(e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the Building;

(f) remove all debris resulting from the Building Works immediately from the Building; and

(g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the performance of the Building Works.

6. LIABILITY

The Owner will be liable for any damage caused to any part of the common property as a result of the erection or attachment of the Building Works to the common property and will make good that damage immediately after it has occurred.

7. INDEMNITY

The Owner will indemnify the Owners Corporation against any loss or damage the Owners Corporation suffers as a result of the construction, performance, maintenance or replacement of their respective Building Works on the common property including liability under section 122 of the Strata Schemes Management Act 2015 in respect of any property of the Owner.

8. COST OF WORKS

The Building Works must be undertaken at the cost of the Owner.

9. OWNERS' FIXTURES

The Building Works shall remain the Owner's fixtures.

10. RIGHT TO REMEDY DEFAULT

If the Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

(a) carry out all work necessary to perform that obligation;

(b) recover the costs of such work from the Owner as a debt due; and

(c) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspection, certification or order.

ANNEXURE A - Schedule of Works

[see attached]

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Annexure "A"

SCHEDULE OF WORKS

~~Could you please note on the receipt your Surname, Suburb and, also which payment you are making; ie. 'Balance of Deposit'. Please forward a copy of your Transaction Receipt for our records.~~

FINAL SCOPE OF WORKS

Bathroom: ENSUITE

Customer: JUDITH LEON

Address: 14/14 FEDERAL PARADE, BROOKVALE

ENSUITE BATHROOM

Preparation

- Cover & secure all tradesmen working area
- Remove all fixtures & fittings in the bathroom
- **Ceiling in the bathroom to remain**
- Remove all wall & floor tiles
- Remove vanity
- Remove toilet
- Remove hob to shower
- Cap all drainage waste pipes to eliminate any possible contamination during demolition
- Remove all rubbish created from the above demolition works

Plumbing & Drainage

- Disconnect & reconnect all plumbing
- Create a new shower layout
- Install floor standing vanity
- Install mixer tapware
- Install all fixtures & fittings
- Install toilet
- Floor wastes to be inspected to ensure no debris is present
- All plumbing to be pressure tested on completion for safety

Electrical

- Supply and install 1 x LED standard down lights to the ceiling
- Install owner supplied light fitting
- Supply and install 1 x new double power point to the bathroom
- Supply and install 1 x new light switch with dimmer to the bathroom
- Supply and install multi light switch
- Supply power for heated towel rail

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- Supply and install wall fan
- Disconnect existing power points & light switches for safety
- All in compliance with Australian standard AS/NZS 3000

Rendering

- Re-render bathroom walls where existing tiles have been removed with a wood float finish ensuring correct levels and prepare ready for tile adhesive.

Gyprock

- Ceiling in the bathroom to remain
- Square set the ceiling
- Re-sheet bathroom walls with wet lining Villaboard

Carpentry

- Install 600mm recessed shelf to shower
- Adjust door
- Install 2 x TIMBERLINE SPLICE / GLOSS WHITE & DISTRESSED WOOD RAVINE floating shelves
- Install accessories and fittings

Waterproofing

- Two coats of polyurethane waterproofing applied to the floor, shower area approx. 2000mm high and 150mm to the perimeter of the bathroom as per Australian standards AS3740 waterproofing of internal wet areas in residential buildings. Waterproof certificate presented on completion of entire job.

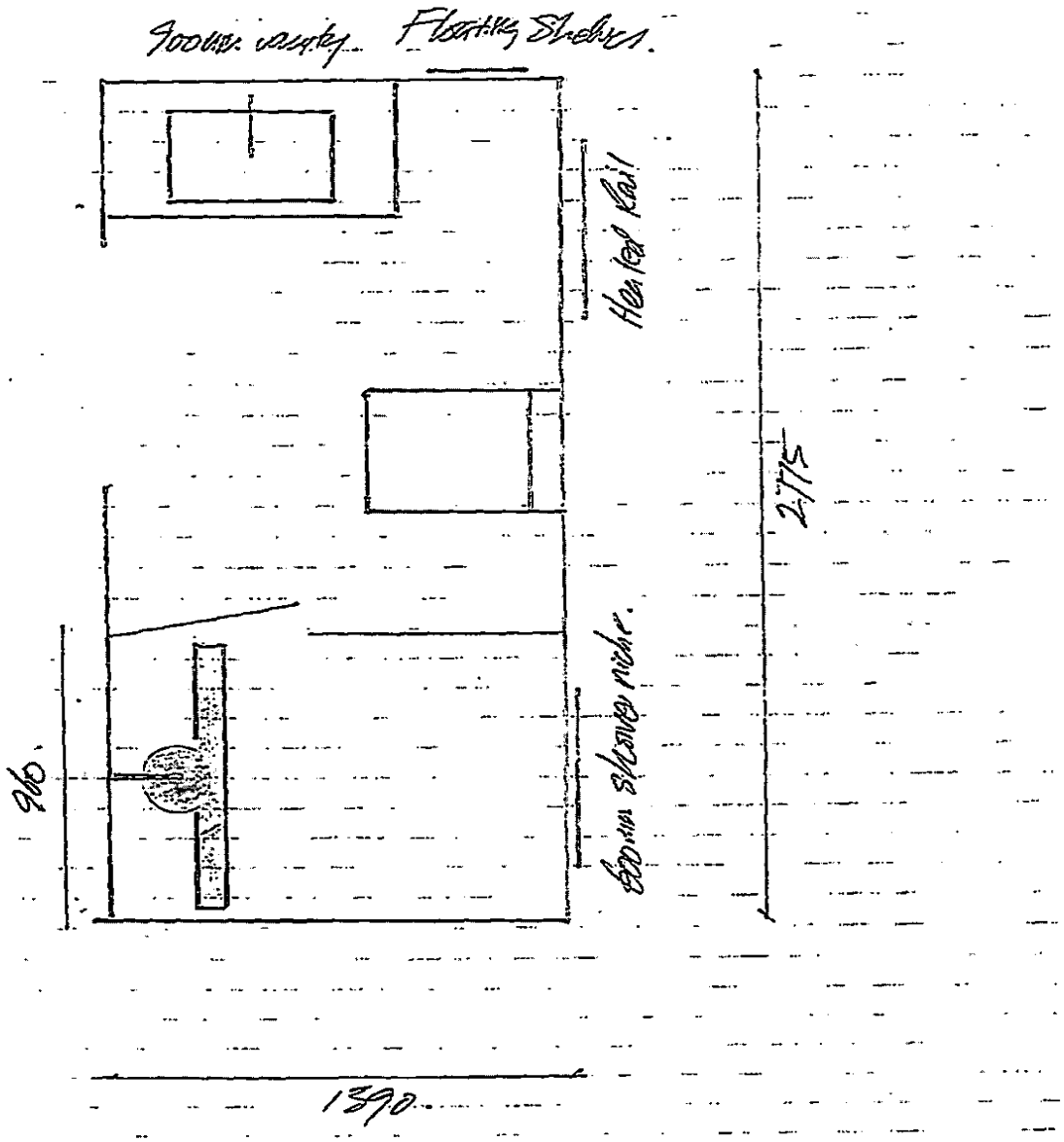
Tiling

- Wall tiles – **GLOSS WHITE – 300 x 600mm / HORIZONTAL**
- Floor tiles – **NIOVE SILVER – 175 x 500mm / BRICK PATTERN**
- Shower niche – **NIOVE SILVER – 175 x 500mm / HORIZONTAL**
- Allowance has been made for a standard tile layout.
- Tiles to be approx. 2270mm/1630mm (rake ceiling) high to the shower and approx. 1200mm high to the wall behind toilet suite and skirting to the remainder of the bathroom.
- Tile inside door reveal
- Tile in Shower Niche
- All glue, sand and cement, white or aluminium tile trims & labour for tiling are included
- White tile grout standard for wall tiles, off white or grey standard for floor tiles, any other colour to be supplied by customer
- Supply and install 1 x Tile in Tile floor wastes (if possible)
- Supply and install a custom linear / tile in tile grate to shower floor

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LEON - BROCKVALE 16.10.19.

ENSUITE



THE OWNERS - STRATA PLAN No. 71340
Common Seal

Kenya Pascoe-Thompson
Strata Manager

Northern Beaches Council Planning Certificate – Part 2

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 21042
Date: 08/02/2021
Certificate No. ePLC2021/0721

Address of Property: 14/14 Federal Parade BROOKVALE NSW 2100
Description of Property: Lot 14 SP 71340

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

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

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (State Significant Precincts) 2005
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Koala Habitat Protection) 2019
Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

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

1.2 a) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)
Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019
Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
Draft Remediation of Land State Environmental Planning Policy (intended to replace State Environmental Planning Policy 55)

1.2 b) Draft Local Environmental Plans

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

• To provide for the housing needs of the community within a medium density residential environment.

• To provide a variety of housing types within a medium density residential environment.

• To enable other land uses that provide facilities or services to meet the day to day needs of residents.

• To ensure that medium density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

• To ensure that medium density residential environments are of a high visual quality in their presentation to public streets and spaces.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise Housing Diversity Code

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

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

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

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

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

m) Inland Code

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

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

4, 4A (Repealed)

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

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

5. Mine Subsidence

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

6. Road widening and road realignment

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

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

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

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

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

Nil

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

Nil

7A. Flood related development control Information

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

(2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. Land reserved for acquisition

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

9. Contribution plans

The following applies to the land:

Northern Beaches Section 7.12 Contributions Plan 2019

9A. Biodiversity certified land

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

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Bush Fire Prone Land
The land is not bush fire prone land.

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.

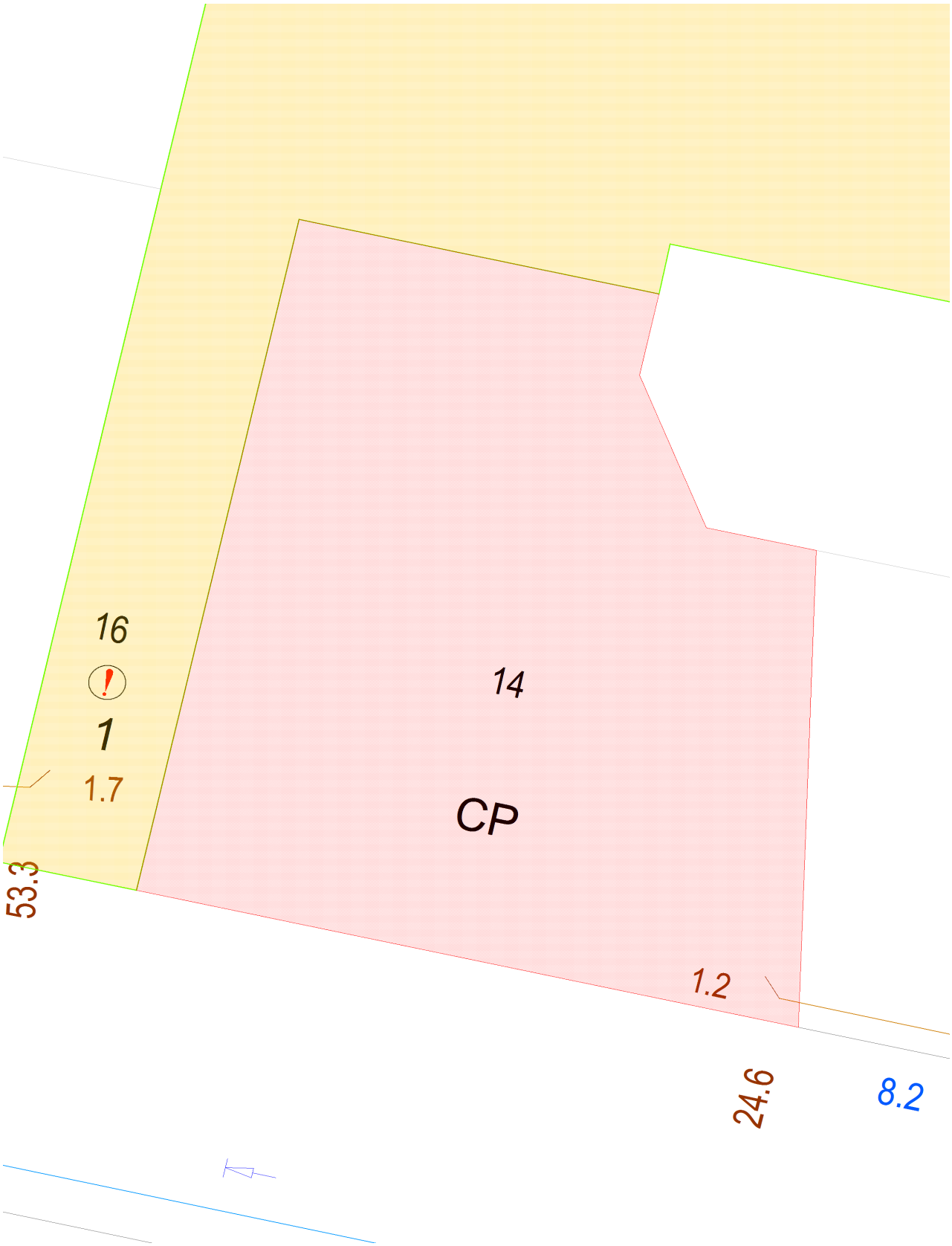


Ray Brownlee PSM
Chief Executive Officer

08/02/2021

Service Location Print

Application Number: 8000424287



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

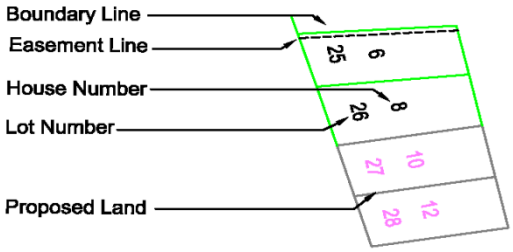
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
Valve
Scour
Reducer / Taper
Vertical Bends
Reservoir
Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

Potable Water Main
Recycled Water Main
Sewer Main
Symbols for Private Mains shown grey

Disclaimer
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Pipe Types

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

Further Information

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

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

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

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

Sewer Service Diagram

Application Number: 8000424286

SEWERAGE SERVICE DIAGRAM

M.W.S. & D.B.

MUNICIPALITY OF Warringah

SUBURB OF Brookvale

Copy of Diagram No. 5 9 3 0 5

SYMBOLS AND ABBREVIATIONS

■	Manhole	⊠	Gully	O WS	Waste Stack	BSN	Handbasin
□ Chr.	Chamber	⊠ PT	P Trap	IP	Induct Pipe	SHR	Shower
● L.H.	Lamphole	■ RV	Reflux Valve	MF	Mica Flap	Jn.	Junction
⌑	Boundary Trap	⌓	Cleaning Eye	T	Tubs	DW.	Dishwasher
⊕	Inspection Shaft	O Vert	Vertical Pipe	KS	Kitchen Sink	FW	Floor Waste
■ Pit	Pit	O VP	Vent Pipe	WC	Water Closet	WM	Washing Machine
▤ GI	Grease Intercepter	O SVP	Soil Vent Pipe	BW	Bath Waste	BS	Bar Sink

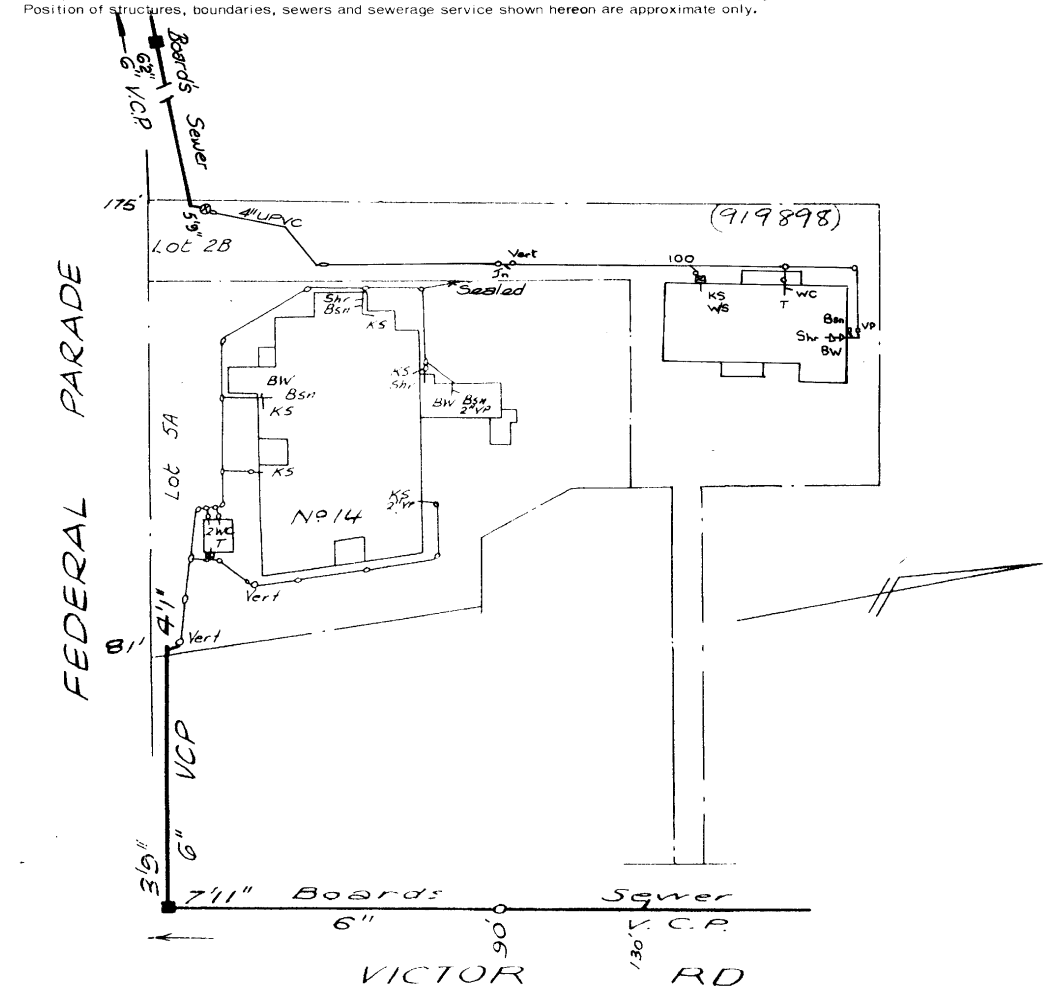
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.

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

The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act).

Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.



	DRAINAGE		PLUMBING
	Supervised by	Scale: Approx. 40 feet to 1 inch	Supervised by
W.C.s	Inspector	Date of Issue	Inspector
Ur.s	Field Diagram Examined by	Outfall NS	
SHEET No. 6789	Chief Inspector	Drainer	for House Services Engineer
	Tracing Checked by	Plumber	
		Boundary Trap ■ is not required	

Connection Date: 20.7.81 (Lot 5A) 6386 (Lot 2B)

B100

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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**.

Revenue

Enquiry ID	3416524
Agent ID	81429403
Issue Date	11 Feb 2021
Correspondence ID	1719941203
Your reference	21042

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S71340/14	Unit 14, 14 FEDERAL PDE BROOKVALE 2100	NOT AVAILABLE

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

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

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

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

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

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

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

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

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

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

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

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

Contact details



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



1300 139 816*



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

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Judith Muriel Leon**
Purchaser:
Property: **Unit 14, 14 Federal Parade, Brookvale NSW 2100**
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 Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (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 Property 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 and 23.5 to 23.7 (inclusive) 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. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the 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 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
   (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in

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Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

(h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

17. Is the vendor aware of any proposals to:
(a) resume the whole or any part of the Property or the common property?
(b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
(c) deal with, acquire, transfer, lease or dedicate any of the common property?
(d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
(e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
(f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
(g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
(a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
(b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

19. In relation to any swimming pool on the Property or the common property:
(a) did its installation or construction commence before or after 1 August 1990?
(b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
(c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
(d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
(e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
(f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

20.
(a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
(b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?

Affectations, notices and claims

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

(iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
(iv) any realignment or proposed realignment of any road adjoining them?
(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

(e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?

22.

(a) If a licence benefits the Property please provide a copy and indicate:
(i) whether there are any existing breaches by any party to it;
(ii) whether there are any matters in dispute; and
(ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
(i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
(ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

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

Owners Corporation management

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

42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
    (a) insurances;
    (b) fire safety;
    (c) occupational health and safety;
    (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
    (e) the preparation and review of the 10 year plan for the capital works fund; and
    (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for 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.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. 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.

Off the plan contract

54. If the Contract is an off the plan contract:
    (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
    (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
    (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
    (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.