

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	David Gilmour Real Estate Pty Ltd ACN 001 323 691 trading as Upstate Group Suite 15, Level 1/888 Pittwater Road, Dee Why, NSW 2099	Phone: 02 9971 9000
co-agent		
vendor	Jing WANG and Qinghong KONG	
vendor's solicitor	Apex Lawyers Pty Ltd Level 19, 109 Pitt Street, Sydney NSW 2000	Phone: 02 8599 6996 Email: gwen.wen@apexlawyers.com.au Fax: 02 8599 6998 Ref: CL:GW:200223
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	9/21-23 Shackel Avenue, Brookvale, New South Wales 2100 Registered Plan: Lot 9 Plan SP 79008 Folio Identifier 9/SP79008	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor 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 a *GSTRW* payment
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

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 **9/21-23 Shackel Avenue , Brookvale**, from **Jing WANG and Qinghong KONG** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Jing WANG and Qinghong KONG** and am not employed in the legal practice of a solicitor acting for **Jing WANG and Qinghong KONG** nor am I a member or employee of a firm of which a solicitor acting for **Jing WANG and Qinghong KONG** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

List of Documents

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

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

Bright & Duggan
 PO Box 281, CROWS NEST NSW 1585
 Email: customercare@bright-duggan.com.au
 Tel: 02 9902 7100

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

These are Special Conditions to the Contract for the Sale and Purchase of the Land – 2019 Edition

33. Interpretation

In this Contract unless the contrary intention appears:

- (i) a reference to “Completion Date” is the date for completion as noted on the front page of this Contract;
- (ii) a reference to an Act or a legislation includes any by law, ordinance regulation or rule made under that Act or legislation;
- (iii) if the whole or any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions of this Contract is not affected;
- (iv) this Contract must be read subject to any rights granted to the Vendor or the Purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded;
- (v) if there is a conflict between these Special Conditions and clauses 1 to 32 inclusive of this Contract, these Special Conditions prevail;
- (vi) headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract;
- (vii) the word “includes” in any form is not a word of limitation;
- (viii) rights under this Contract which can or are intended to apply after completion continue to apply after completion;
- (ix) no provision of this Contract will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;
- (x) a reference to a solicitor includes a party’s representative if named in this Contract;
- (xi) a reference to this Contract or another instrument includes any variation or replacement of any of them;
- (xii) a reference to a statute, ordinance, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments or replacements of any of them;
- (xiii) the singular includes the plural and vice versa;
- (xiv) words implying a gender includes all other genders;
- (xv) words implying a natural person imply a firm, a body corporate, an unincorporated association or an authority;
- (xvi) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.
- (xvii) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
- (xviii) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
- (xix) a reference to time is a reference to Sydney (of the state of New South Wales) time; and
- (xx) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.

34. Amendment of Clauses

Clauses 1 to 32 inclusive of this Contract are amended as follows:

- (i) Clause 2.4 – delete the words “by cash (up to \$2,000) or”;
- (ii) Clause 3 – delete entirely;
- (iii) Clause 4.1 – delete the words “Normally,”;

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- (iv) Clause 5 – delete entirely;
 - (v) Clause 6.1 – substitute for the words contained in the second set of brackets:“(only if such error or misdescription substantially and adversely affects the property, the title or anything else)”;
 - (vi) Clause 7.1.1 – delete entirely;
 - (vii) Clause 7.1.3 – substitute the figure “7” for the figure “14”;
 - (viii) Clauses 7.2.1 – substitute the figure “1%” for the figure “10%”;
 - (ix) Clause 7.2.4 – delete the words “and the costs of the Purchaser”;
 - (x) Clause 8.1.1 – delete the words “, on reasonable grounds,”;
 - (xi) Clause 8.1.2 – delete the words “and those grounds”;
 - (xii) Clause 8.2.2 – delete entirely;
 - (xiii) Clause 9.1 – delete the words “(to a maximum of 10% of the price)”;
 - (xiv) Clause 10 –
 - a. delete “or” at the end of Clause 10.1.8 and add “or” to the end of Clause 10.1.9 and add:
“10.1.10 any claim, grant, notice, order or declaration relating to native title, land rights or heritage protection under legislation, the common law or otherwise.”
 - b. Add the following additional clause:
“10.4 For the purposes of this clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this contract whether specified in the table on page 2 or not and all of that material is deemed to have been disclosed in substance in this contract.”
 - (xv) Clause 10.1 – line 1 is replaced with: “The purchaser cannot make a claim, objection or *requisition*, delay completion or *rescind* or *terminate* in respect of:”
 - (xvi) Clauses 10.1.8 and 10.1.9 – delete the words “substance” and “disclosed” and insert in lieu respectively the words “existence” and “noted”;
 - (xvii) Clause 10.2 – add the words “, improvements or finishes” after the word “inclusions” and add the words “make a claim, objection or *requisition*, delay completion,” before the word “rescind”;
 - (xviii) Clause 11 – delete entirely;
 - (xix) Clauses 12.1 and 12.2 – delete entirely;
 - (xx) Clause 14.4 – from the first line of the clause, delete “not” and replace the word “but” with the word “and”;
 - (xxi) Clause 14.4.2 – delete entirely;
 - (xxii) Clause 16.6 – add the words “not less than 7 days prior to the Completion Date” after the word “If”;
 - (xxiii) Clause 16.8 – delete entirely;
 - (xxiv) Clause 16.12 – delete “, but the vendor must pay the purchaser’s additional expenses, including any agency or mortgage fee”;
 - (xxv) Clause 19 – insert a Clause 19.3 as follows:
“19.3 Despite any provision of this Contract, the only remedy available to the Purchaser for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 (as amended) shall be the remedy prescribed by the Regulation.”
 - (xxvi) Clause 20.4 – insert the words “or guarantor” after the word “party”;
 - (xxvii) Clause 20.6 – insert an additional Clause 20.6.8 as follows:
“20.6.8 served on the next business day, where a document is served on a day that is not a business day”;
 - (xxviii) Clause 20.6.3 – replace the entire clause with “served if it is served on the party’s solicitor, even if the party has died or any of them has died (this Clause 20.6.3 also applies to any document in an action in connection with this Contract, including any writ of summons or other originating process)”;
 - (xxix) Clause 21.3 – add the words “except where the fact that one thing has not been done or happened prevents or delays another thing reliant upon the doing or happening of the former thing from being done or happening and the delay so produced has not been brought about by any act, omission or default of the party seeking to rely upon the delay”;
 - (xxx) Clause 23.5.2 – delete the words “but is disclosed in this contract”;
 - (xxxi) Clauses 23.6, 23.7, 23.9, 23.13, 23.14 and 23.17 – delete the entire clause;
 - (xxxii) Clause 25 – delete the clause entirely and the parties agree that the Vendor shall not supply nor be required to supply an abstract of title to the property;

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- (xxxiii) Clauses 28 and 29 – delete the entire clause;
(xxxiv) Clause 31.4 – replace the figure “7” with the figure “2”.

35. Claims for Compensation

Notwithstanding the provisions of Clause 7 of this Contract, the parties expressly agree and acknowledge that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of this Contract.

36. Agent

- (a) The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by or through the medium of:
- (i) a real estate agent; or
 - (ii) an employee of a real estate agent; or
 - (iii) a person having a connection with a real estate agent,
- other than the Vendor's agent (if any) as shown on the front page of this Contract.
- (b) The Purchaser must at all times indemnify and keep indemnified the Vendor from and against:
- (i) any claim for commission made by any person other than the Vendor's agent arising out of a breach of the warranty in the above paragraph (a) of this Special Condition; and
 - (ii) all actions, proceedings and expenses arising out of any such claim.

This indemnity does not merge on completion of this Contract.

37. Purchaser's Representations Warranties and Acknowledgments

- (a) The Purchaser represents and warrants that:
- (i) the Purchaser was not induced to enter into this Contract by and did not rely on any representations or warranties (whether oral or in writing) about the subject matter of this Contract except for those representations and warranties set out in this Contract;
 - (ii) the Purchaser acknowledges that any promotional or marketing material provided to the Purchaser by any person in respect of the property will not form part of this Contract;
 - (iii) the Purchaser acknowledges that this property is sold and the Purchaser shall take title thereto subject to the following matters:
 - (1) any latent or patent defect of the property;
 - (2) any mains, pipes, wires, equipment or connections of any service provider or relevant authorities responsible for the provision of the services;
 - (3) any services passing through, or situated on, over, or under the property;
 - (4) any water or sewerage main, or any underground or surface storm water pipe or drain passing through, or situated on, over, or under the Property;
 - (5) any sewer manhole or vent on the property;
 - (6) any boundaries of the property that are not fenced; or
 - (7) any matters relating to the property disclosed in the Contract;

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- (iv) the Purchaser has entered into this Contract voluntarily and based entirely on his own enquiries as to the subject matter of this Contract which includes but not limited to the nature of the property, the purposes for which the property may be lawfully used, the neighbourhood in which the property is located, the rights and privileges relating to the property and the financial, income and capital return that may be expected to be received from the property;
 - (v) the Purchaser has obtained appropriate and proper independent advice on:
 - (1) the Purchaser's obligations and rights under this Contract; and
 - (2) the Purchaser's entitlement (if any) to claim income tax deductions under the *Income Tax Assessment Act 1936* for depreciation of any plant or equipment in the property or in connection with the cost of construction of the property;
 - (vi) the Purchaser is aware that the improvements on the property may not or do not comply with the provisions of the Local Government Act 1993 or any ordinance thereunder or the Environmental Planning and Assessment Act 1979 or any ordinance thereunder or the Building Code of Australia;
 - (vii) the Purchaser accepts:
 - (1) the condition of the property at the contract date; and
 - (2) infestation or dilapidation existing at the contract date; and
 - (3) any damage or depreciation occurring between the contract date and completion; and
 - (4) any latent or patent defect in the property; and
 - (5) any encroachment by or upon the property; and
 - (6) any non-compliance with the Local Government Act 1993 or any ordinance there under or the Environmental Planning and Assessment Act 1979 or any ordinance there under or the Building Code of Australia; and
 - (7) any latent or patent contamination affecting or emanating from the property and any environmental liability affecting the property at any time, whether arising from or caused by events that occur before or after the contract date or completion; and
 - (8) the services referred to in clause 10.1.2, the lack of rights or easements for the services, defects in the services or the lack of any services; and
 - (viii) the Purchaser does not require credit to complete this Contract or, if the Purchaser requires credit in order to complete this Contract, then the Purchaser has obtained such credit on reasonable terms prior to entering into this Contract. Completion of this Contract is not subject to, nor the subject of, the approval of any application for credit.
- (b) In entering into this Contract, the Purchaser has satisfied himself as to the matters as referred to in Special Condition 37(a).
 - (c) The Purchaser acknowledges and agrees that the Vendor has entered into this Contract in reliance upon the representations, warranties and acknowledgements contained in this Special Condition and on the basis that those representations, warranties and acknowledgements are true and not misleading.
 - (d) The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of any matter which is referred to in this Special Condition.
 - (e) This Special Condition 37 does not merge on completion of this Contract.

38. Notices

- (a) A notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Contract:
 - (i) must be in legible writing and in English;
 - (ii) must be signed by an officer, employee, solicitor or conveyancer of the sender;
 - (iii) must be sent to the address, email address and/or fax number of the recipient as set out in this Contract or notified from time to time by the recipient to the sender; and
 - (iv) can be relied upon by the recipient (and the recipient is not liable to any other person for any consequences of that reliance) if the recipient believes it to be genuine, correct and authorised by the sender.
- (b) A notice or other communication including, but not limited to, any request demand, consent or approval, to or by a party to this Contract that complies with this Special Condition is regarded as given and received:
 - (i) if it is delivered or sent by fax or email when recorded on the sender's transmission result report unless:
 - (1) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
 - (2) the transmission result report indicates non-transmission or a faulty or incomplete transmission;
 - (ii) if it is received after 5pm in which case it will be taken to have been served on the next Business Day;
 - (iii) if it is sent by regular mail:
 - (1) within Australia – 3 business days after posting; or
 - (2) to or from a place outside Australia – 7 business days after posting.

39. Interest and Notice to Complete

39.1 Completion Date

Completion of this Contract must take place not later than the Completion Date.

39.2 Payment of Interest

- (a) If the Purchaser does not or fail to complete this Contract on or before the Completion Date, then on completion the Purchaser must pay to the Vendor interest at the rate of 10% per annum calculated daily on:
 - (1) the balance of the Contract Price; and
 - (2) any other amount payable by the Purchaser to the Vendor under this Contract,from the Completion Date to the date of actual completion (both dates inclusive).
- (b) Despite Clause 14, adjustments are to be made as at the earliest of the Completion Date, the date possession is given to the Purchaser and the date of actual completion.
- (c) Payment of interest in accordance with this Special Condition is an essential term of this Contract. Until and unless the interest payable under this Special Condition (in addition to the balance of the Contract Price and any other amount payable by the Purchaser to the Vendor under this Contract) is or will be paid by the Purchaser to the Vendor on completion, the Purchaser cannot require the Vendor to complete this Contract.

-
- (d) The Purchaser needs not pay interest under this Special Condition for as long as the Purchaser is ready, willing and able to complete and completion cannot take place solely because the Vendor cannot complete.

39.3 Completion after 3.30pm

If, due to no fault of the Vendor, completion takes place after 3.30pm on any day, the above Special Condition 39.2 applies as if completion occurs on the first business day after the date on which completion actually occurs.

39.4 Notice to Complete

- (a) The parties agree that:
 - (i) a notice period of not less than 14 days after the date of service of the notice on a party is sufficient for the purpose of serving a notice to complete;
 - (ii) time will be essential for compliance with the notice to complete; and
 - (iii) a party receiving the notice to complete is deemed to have accepted that the notice is valid.
- (b) A party can, at any time, withdraw its notice to complete without prejudice to its continuing right to give further notice.
- (c) Where the Vendor issues a notice to complete, the Purchaser must in addition to any other money payable under this Contract pay the Vendor's solicitor a GST inclusive fee of \$550.00 on completion as agreed reasonable costs arising from the issue of the notice to complete.

40. Deposit Provisions

- (a) The parties agree that the deposit to be paid by the Purchaser as consideration for the Vendor entering into this Contract shall be 10% of the Contract Price ("Deposit").
- (b) If the Vendor accepts, upon exchange of Contract, an amount that is less than the Deposit as part payment thereof, then the balance of the Deposit must be paid as an essential condition of this Contract on completion or on the date that the Vendor otherwise becomes entitled to keep or recover the Deposit pursuant to this Contract (whichever date is earlier).
- (c) Despite Clause 2.9, all interest on so much of the Deposit as is paid pursuant to Special Condition 40(b) and is invested shall be paid to the Vendor on completion or on the date the vendor otherwise becomes entitled to keep or recover the Deposit (whichever date is earlier).
- (d) If circumstances arise which entitle the Vendor to keep or recover the Deposit, then without prejudice to such other rights as are available to the Vendor whether at law or in equity:
 - (i) The Purchaser must immediately pay to the Vendor the unpaid balance of the Deposit;
 - (ii) If the Purchaser fails to do so within seven (7) days from the Vendor demanding such payment, the Vendor is entitled to recover from the Purchaser the unpaid balance of the Deposit as a liquidated debit and may exercise such other rights as are available to the Vendor whether at law or in equity;
 - (iii) It is agreed that the Deposit (or the unpaid balance of the Deposit) is a reasonable pre-estimate of the Vendor's loss and is not a penalty; and
 - (iv) This Special Condition 40 does not merge on termination of this Contract.
- (e) If required by the Vendor, the Vendor is entitled to use the Deposit or any part thereof for any purpose as required by the Vendor. The Purchaser hereby irrevocably agrees that a written notice from the Vendor served to the depositholder is sufficient authority for the depositholder to release the Deposit or any part thereof to the Vendor and no further authority from the Purchaser is required.

41. Inclusions and keys

- (a) The Vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the Inclusions and of any appliance, element, motor, system, chattel or fixture in the property and the Purchaser shall accept the same as they stand and in the same condition as at the date of this Contract.
- (b) The Vendor needs not give formal delivery of the Inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the Vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in this Special Condition after the date of this Contract.
- (c) The Vendor will make available for collection from the Vendor's agent or solicitor upon completion such keys, cards, controls and codes that are in his possession to access or secure the improvements located on the property, but does not warrant the same (or more than one) are available for all relevant locks, alarms or access points.

42. Electronic Transaction – Order on the Agent

Where this Conveyancing Transaction is to be conducted as an electronic transaction, the Purchaser's solicitor or conveyancer shall provide an order on the depositholder ("**Order**") to the Vendor's solicitor or conveyancer at least 2 business days before the date for completion. The Vendor's solicitor or conveyancer will hold the Order in escrow until such time that the Contract is completed. The Purchaser's solicitor or conveyancer irrevocably authorises the release of the Order to the relevant depositholder and the Vendor upon completion of the Contract.

43. Encumbrances

- (a) If a mortgage or caveat is recorded on the folio of the register for the property, the Purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the property ("**Dealing**") (other than any Dealing which may be a caveat or other dealing on the title to the property lodged by the Purchaser or any party claiming through the Purchaser).
- (b) A discharge of mortgage or withdrawal of caveat given under this Special Condition 43(a) must be in registrable form and the registration fees payable must be paid by the Vendor to the Purchaser on completion.
- (c) Provided that the Vendor allows the Purchaser on completion the registration fees payable to the NSW Land Registry Services as applicable, the Purchaser shall not require the registration or removal of any Dealing prior to completion.
- (d) The Vendor:
 - (i) is not obliged to remove any charge on the property for any rate, tax or outgoing until completion of this Contract is effected;
 - (ii) is not to be taken to be unable, unready or unwilling to complete this Contract because of the existence of any charge on the property for any rate, tax or outgoing; and
 - (iii) may serve a notice to complete on the Purchaser notwithstanding that at the time the notice is served or at any time after that time there is a charge on the property for any rate, tax or outgoing.

44. No Caveat

- (a) The Purchaser must not, and must ensure that any person claiming through the Purchaser does not, lodge a caveat affecting the property.
- (b) Even if a caveat has been lodged over the property by the Purchaser or any person claiming through or under the Purchaser, the Purchaser must complete this Contract and shall not make any requisition or claim, delay completion or rescind or terminate this Contract because of the caveat.
- (c) If the Purchaser lodges a caveat without the Vendor's written consent the Purchaser shall immediately withdraw the same when requested to do so by the Vendor. The Purchaser hereby appoints the Vendor as its attorney to sign any withdrawal of caveat lodged by or on behalf of the Purchaser. The Purchaser shall indemnify and keep indemnified the Vendor against all loss or damages as may be suffered by the Vendor in the event that the Purchaser breaches this Special Condition. This indemnity does not merge on completion or termination of this Contract.

45. FIRB

- (a) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Purchaser or to this purchase of the property. In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.
- (b) This Special Condition 45 does not merge on completion of this Contract.

46. Change of solicitor

In the event that the Purchaser changes his solicitor or conveyancer without notifying the Vendor in writing of such change then the solicitor or conveyancer lastly acting for the Purchaser shall be deemed to remain and be the solicitor or conveyancer for the Purchaser for the purpose of this Contract for such time until notice in writing signed by the Purchaser of such change is received by the Vendor or the Vendor's solicitor.

47. NOT USED

48. Amendments

Each party to this Contract authorises its respective solicitor or conveyancer to make alterations to this Contract (including but not limited to the addition, updating or removal of any annexures to this Contract) after execution of this Contract by that party but prior to the date of this Contract. Any alterations so made shall be binding upon the party deemed hereby to have authorised the same.

49. GST

- (a) Notwithstanding any other provisions of this Contract, the parties acknowledge that the purchase price is calculated exclusive of GST.
- (b) If either party serves on the other party a copy of a letter or an e-mail from the Australian Taxation Office stating or to the effect that the Vendor has to pay GST on the price or that the supply made by the Vendor under this Contract is a taxable supply then the Purchaser must

pay to the Vendor on demand the amount of the GST assessed including all costs and penalties, irrespective of whether that demand is made before or after completion.

- (c) This Special Condition shall not merge on completion of this Contract.

50. Governing Law and Jurisdiction

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

51. Requisitions on Title

The Purchaser is only entitled to serve requisitions on title in the form annexed to this Contract and the Vendor is not obliged to reply to any requisitions on title unless made in that same form and within 21 days after the contract date.

52. Rescission and Termination

Without in any manner negating or limiting or restricting any rights or remedies which would have been available at law or in equity had this Special Condition not been included, if prior to completion:

- (a) the Purchaser (or any of them, if there be more than one) dies or becomes mentally ill, disordered, incapable or protected in accordance with the relevant criteria set out in the Mental Health Act 1990 or the Protected Estates Act 1983, the Vendor may rescind this Contract by written notice to the Purchaser's solicitor or conveyancer and the provisions of Clause 19 shall apply; or
- (b) the following occurs:
- (i) the Purchaser (or any of them, if there be more than one) resolves to enter into liquidation or provisional liquidation;
 - (ii) a summons is presented for the winding-up of the Purchaser (or any of them, if there be more than one);
 - (iii) the Purchaser (or any of them, if there be more than one) enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001 (Cth);
 - (iv) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the Purchaser (or any of them, if there be more than one) or in respect of any asset of the Purchaser (or any of them, if there be more than one); or
 - (v) an application for bankruptcy is made against the Purchaser,

then the Vendor may terminate this Contract by notice in writing to the Purchaser at any time whereupon Clause 9 shall apply.

53. Trustee Provisions

If the Purchaser enters into this Contract as trustee of any trust (Trust) (and whether or not the Vendor has notice of the Trust), the Purchaser acknowledges that it is bound under this Contract both personally and in its capacity as trustee of the Trust.

54. Guarantee Provisions

54.1 When this Special Condition applies

If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the Purchaser of the Purchase Price and all other moneys payable by the Purchaser to the Vendor under this Contract. The Guarantee shall be in the form contained in sub-condition 54.2 of this Special Condition.

54.2 Guarantee and Indemnity

- (a) The Vendor at the request of the Guarantor(s) (whose name(s) and address(es) and description(s) are set out in the Schedule below) has/have agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase from the Vendor the Property. The Guarantor(s) HEREBY GUARANTEE(S) the payment by the Purchaser to the Vendor of all moneys including damages to be paid by the Purchaser pursuant to this Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.
- (b) As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all moneys to be paid by it pursuant to the said Contract at the times and in terms, conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed.
- (c) The Guarantor(s) declares that this guarantee, the indemnity and the covenant hereby given shall be a continuing guarantee indemnity and covenant and that our liability there under shall not be affected or discharged by any indulgence or extension of time granted by the Vendor to the said Purchaser or of any variation of the terms and conditions of this Contract.
- (d) The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several and shall not merge on completion or termination of the Contract.

55. NOT USED

56. General Provisions

56.1 Merger

The rights and obligations of the parties will not merge on completion of this Contract. All provisions of this Contract will have application after completion for as long as necessary to give effect to the operation of those provisions.

56.2 Severance

Any provision of this Contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this Contract will not be affected.

56.3 Variation and waiver

- (a) A variation of any term of this Contract must be in writing and signed by the parties.
- (b) A waiver of condition of the operation of this Contract must be in writing and signed by the party having the benefit of the condition.

56.4 Entire Contract

This Contract is the entire agreement between the parties in respect of its subject matter.

56.5 Duties Act

The Purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this Contract; and
- (b) indemnify and keep indemnified the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act 1997 (NSW) or to any officer under that Act.

57. Cancelled or rescheduled settlement

If completion of this Contract is called off, postponed or unsuccessful not solely due to the fault of the Vendor, the Purchaser will pay the Vendor's additional legal costs at \$220.00 (including GST) for re-drafting the settlement figures and rescheduling settlement and it is agreed that such amount is fair and reasonable estimate of the additional costs and expenses that the Vendor will incur. The Vendor shall be reimbursed for the aforesaid costs at settlement.

58. Late submission of settlement adjustment sheet

- (a) The Purchaser shall submit to the Vendor a settlement adjustment sheet with correct figures at least 3 business days before completion, together with all relevant supporting certificates which include, without limitation, the following:
 - (i) Section 603 council rates certificate issued by the local council under the Local Government Act 1993 (NSW);
 - (ii) Section 66 water rates certificate issued by Sydney Water under the Sydney Water Act 1994 (NSW); and
 - (iii) Information certificate as referred to in Clause 23.
- (b) In the event that the Purchaser does not submit a settlement adjustment sheet with correct figures, the Vendor may, at its election and without notice to the Purchaser, prepare a revised settlement adjustment sheet with the correct figures. The Purchaser will pay \$185.00 (including GST) to the Vendor at settlement and it is agreed that such amount is a fair and reasonable estimate of the additional costs and expenses that the Vendor will incur as a result of preparing the revised settlement adjustment sheet.
- (c) The Purchaser acknowledges that the Vendor is not required to submit cheque directions to the Purchaser until and unless the Purchaser complies with Special Condition 58(a) and the Purchaser shall be solely responsible for any delay in completing the Contract as a result of the Purchaser not complying with Special Condition 58(a).

59. Error in adjustments

If, on completion of this Contract, there is any adjustment required to be made under the Contract that has been overlooked or otherwise has been calculated incorrectly, then either party shall be entitled to serve written notice on the other requesting the error to be rectified. The party liable to pay any outstanding amount shall pay such amount to the other party within 10 business days of such notice. This Special Condition 59 does not merge on completion of the Contract.

60. Attachment

- (a) The Vendor does not warrant the accuracy or completeness of any matters set out in the documents attached to this Contract.

-
- (b) By entering into this Contract, the purchaser represents to and warrants with the Vendor that it has relied entirely on its own independent enquiries in relation to the documents attached to this Contract.
 - (c) The Purchaser cannot make any requisition or claim, delay completion or rescind or terminate this Contract because of or in connection with any documents attached to the Contract being incomplete or inaccurate.

61. Privacy Act

61.1 Consent

The Purchaser consents to its personal information being:

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

61.2 Collection of information

The Purchaser acknowledges and agrees that the Vendor may collect information about the Purchaser set out in this Contract or made available to the Vendor in relation to this Contract and that the Vendor may disclose that information in relation to this Contract to:

- (a) the Vendor's agent (or prospective agent);
- (b) the Vendor's financier or financial adviser (or prospective financier or financial adviser);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the Vendor deals with in connection with the vendor's business, including persons who are overseas.

Guarantor(s):

1. Full Name:

Address:

Occupation:

2. Full Name:

Address:

Occupation:

SIGNED BY THE GUARANTOR in the)
presence of:)

Signature of witness

Signature of Guarantor

Print name of witness

Name of Guarantor

SIGNED BY THE GUARANTOR in the)
presence of:)

Signature of witness

Signature of Guarantor

Print name of witness

Name of Guarantor



LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/SP79008

SEARCH DATE

3/7/2020

TIME

5:05 PM

EDITION NO

7

DATE

8/9/2018

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

LAND

LOT 9 IN STRATA PLAN 79008
AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

JING WANG
QINGHONG KONG
AS JOINT TENANTS (T AM386345)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79008
2 AM386346 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200224

PRINTED ON 3/7/2020

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79008

SEARCH DATE	TIME	EDITION NO	DATE
3/7/2020	5:05 PM	3	5/12/2016

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79008
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BROOKVALE
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP79008

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79008
ADDRESS FOR SERVICE OF DOCUMENTS:
21 - 23 SHACKEL AVENUE
BROOKVALE
N.S.W 2100

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 G862849 EASEMENT FOR DRAINAGE 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 G981832 RIGHT OF CARRIAGEWAY AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 G981832 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) OF THE LAND SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 G981832 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1112399 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1112399 POSITIVE COVENANT
- 9 AD729789 CHANGE OF BY-LAWS
- 10 AD729790 CHANGE OF BY-LAWS
- 11 AK972366 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 79008

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	345	2 -	345	3 -	353	4 -	342
5 -	349	6 -	353	7 -	349	8 -	349

200224

PRINTED ON 3/7/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79008

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 79008

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 353	10	- 353	11	- 353	12	- 353
13	- 353	14	- 353	15	- 349	16	- 349
17	- 368	18	- 353	19	- 353	20	- 375
21	- 369	22	- 368	23	- 372	24	- 368
25	- 364	26	- 364	27	- 375	28	- 370

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200224

PRINTED ON 3/7/2020

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STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

* OFFICE USE ONLY

STRATA CERTIFICATE

KEITH APPS

being satisfied that the requirements of the "Strata Schemes (Freehold Development) Act 1973 or "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 steps 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 or 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 23 of the Strata Schemes (Freehold Development) Act 1973 or section 23 of the Strata Schemes (Leasehold Development) Act 1986—

Date 15 MAY 2007

Subdivision No. 203-07

Accreditation No. P39A 002

Relevant Development Consent No. DA 2004/0151

Issued by MARENGAIA Keith Apps

COUNCIL

Deputy Mayor/Deputy Mayor/Accredited Certifier

SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	345	15	349
2	345	16	349
3	353	17	368
4	342	18	353
5	349	19	353
6	353	20	375
7	349	21	369
8	349	22	368
9	353	23	372
10	353	24	368
11	353	25	364
12	353	26	364
13	353	27	375
14	353	28	370
AGGREGATE		10000	

SURETOR'S CERTIFICATE

JOHN FRANCIS BROOK

H RAMSAY & CO DX 28407 PARAMATTA.

I, JOHN FRANCIS BROOK, a surveyor registered under the Surveying Act 2002, hereby certify that:

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

(2) (a) the building encroaches on a public space;
(b) the building encroaches on a lot (other than a public place);
In respect of each encroachment on a public place or on a lot—
I have been satisfied by registered—
I am the—under section 282 of the Surveying Act 2002
(c) the survey information recorded in the accompanying location plan is accurate.

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

(4) I delete if inapplicable
I state whether design 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 3 sheets filed with plan
No By-Laws apply
Strike out whichever is inapplicable.
(Insert type being adopted)

PLAN OF SUBDIVISION OF LOT 178 IN DP 1112399

LGA : WARRINGAH Suburb/ Locality: BROOKVALE

Parish : MANLY COVE County : CUMBERLAND

SP79008

Registered 14-6-2007

Purpose : STRATA PLAN

Ref. Map : U1860-63

Last Plan : D.P. 1112399

Name of, and address for service of notices on, the owners corporation
(Address required on original strata plan only.)
THE OWNERS
STRATA PLAN No 79008
21-23 SHACKEL AVENUE
BROOKVALE NSW 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

FOR SIGNATURES SEE SHEET 2

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

KEITH APPS

being satisfied that the proposed Strata Scheme is consistent with the provisions of the Strata Schemes Management Act 1973, the Surveyor has issued this certificate. The certificate is subject to the provisions of the Strata Schemes Management Act 1973.

The proposed Strata Scheme is consistent with the provisions of the Strata Schemes Management Act 1973.

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SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	345	15	349
2	345	16	349
3	353	17	346
4	342	18	353
5	349	19	353
6	353	20	375
7	349	21	369
8	349	22	368
9	353	23	372
10	353	24	368
11	353	25	364
12	353	26	364
13	353	27	375
14	353	28	370
AGGREGATE			10000

SURVEYOR'S CERTIFICATE

JOHN FRANCIS BROCK
H. RAMSAY & CO. DX 28407 PARRAMATTA.

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

(2) (a) the building is a building of the type specified in the Strata Schemes (Freehold Development) Act 1973
(b) the building is a building of the type specified in the Strata Schemes (Freehold Development) Act 1973

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

Date: 28. MARCH 2007

This is sheet 2 of my Plan in 8 sheets.

RESIDENTIAL: Model By-Laws adopted for this scheme
Keeping of Animals: Option A/B/C
Schedule of By-Laws in 3 sheets filed with plan
No By-Laws apply
Strike out whichever is inapplicable.
(Insert type being adopted)

PLAN OF SUBDIVISION OF LOT 178 IN DP

LGA: WARRINGAH Suburb/ Locality: BROOKVALE

Parish: MANLY COVE County: CUMBERLAND

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

THE OWNERS
STRATA PLAN NO
21-23 SHACKEL AVENUE
BROOKVALE NSW 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
J & R J Investments Pty limited
ACN 099 535 743
Joseph Khalil
Director
James Khalil
Secretary

Stead Properties Pty limited
ACN 114 249 013
by its attorney William Samuel
Dockett pursuant to Power of
Attorney registered Book 4469
no 714

SIGNED for and on behalf of ST. GEORGE BANK LIMITED
By Sarah Coates AND ROBERTA LEE
its duly constituted Attorneys WHO HEREBY DECLARE that at
the time of execution by them of this document they have no
notice of the revocation of the Power of Attorney Registered
No. 125 Book No. 4182 under the authority of
which they have just executed the above document
Sarah Coates ROBERTA LEE

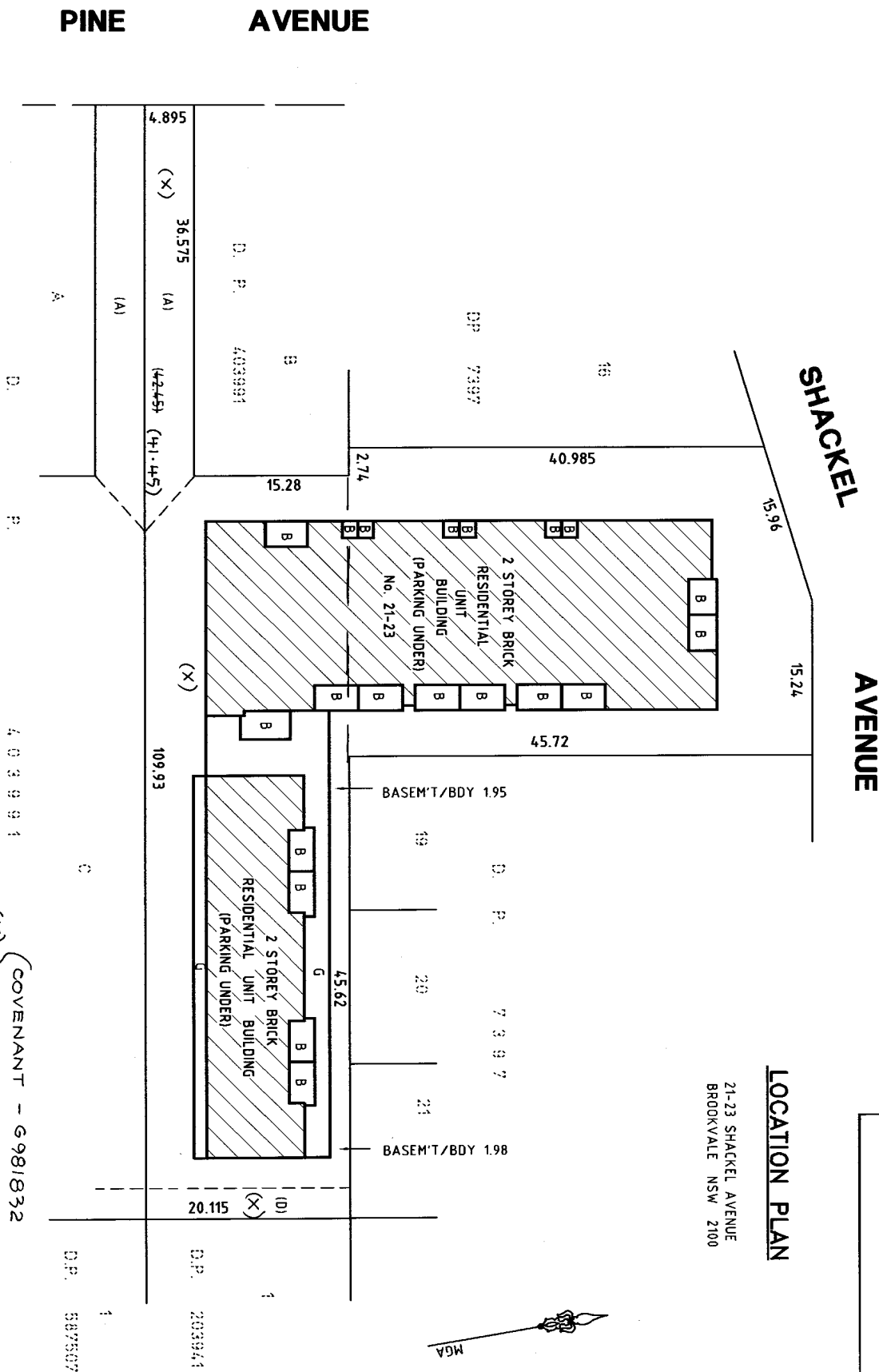
FOR SIGNATURES

ONLY

SP79008

LOCATION PLAN

21-23 SHACKEL AVENUE
BROOKVALE NSW 2100



(A) RIGHT OF CARRIAGEWAY ~~4.05~~ WIDE (G981832)

(D) EASEMENT FOR DRAINAGE 3.05 WIDE (G862849)

Reduction Ratio to 400

Lengths are in metres

(X) { COVENANT - G981832
BENEFITED BY RIGHT OF
CARRIAGEWAY - G981832.

~~Registered Surveyor~~

~~Authorized Person/General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 6332/03

PLAN AMENDED IN L.P.I.N.S.W. AT SURVEYORS REQUEST.

*** OFFICE USE ONLY**

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 37 of 56 Sheets

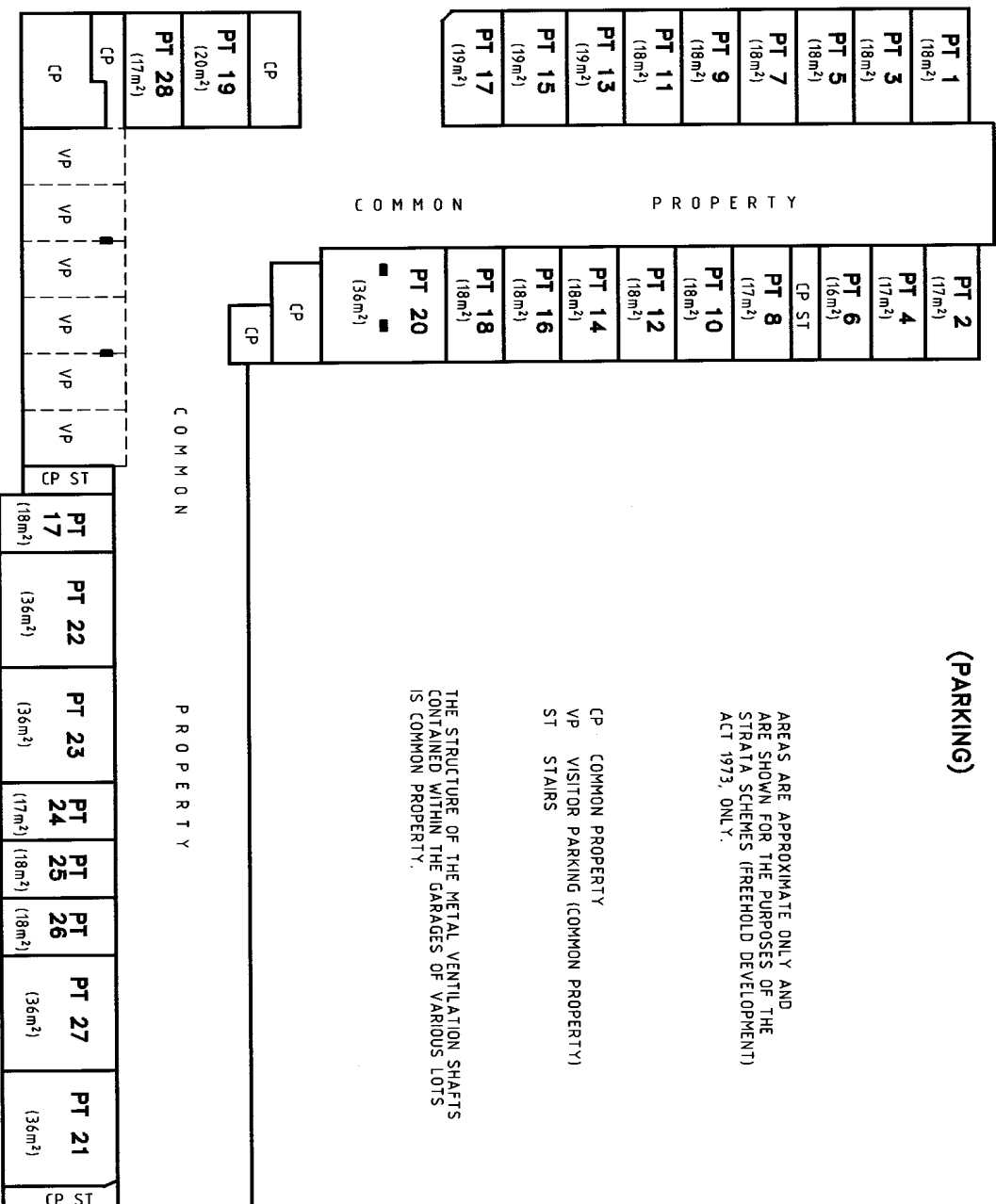
SP79008

BASEMENT LEVEL
(PARKING)

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

CP COMMON PROPERTY
VP VISITOR PARKING (COMMON PROPERTY)
ST STAIRS

THE STRUCTURE OF THE METAL VENTILATION SHAFTS
CONTAINED WITHIN THE GARAGES OF VARIOUS LOTS
IS COMMON PROPERTY.



Reduction Ratio 1: 250

Lengths are in metres

Richard T. Brack
Registered Surveyor

Keith Chm
Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 6332/03

STRATA PLAN FORM 2

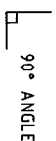
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 5 of 5 Sheets

SP79008

GROUND FLOOR LEVEL

DIAGRAM 1'
N.T.S.



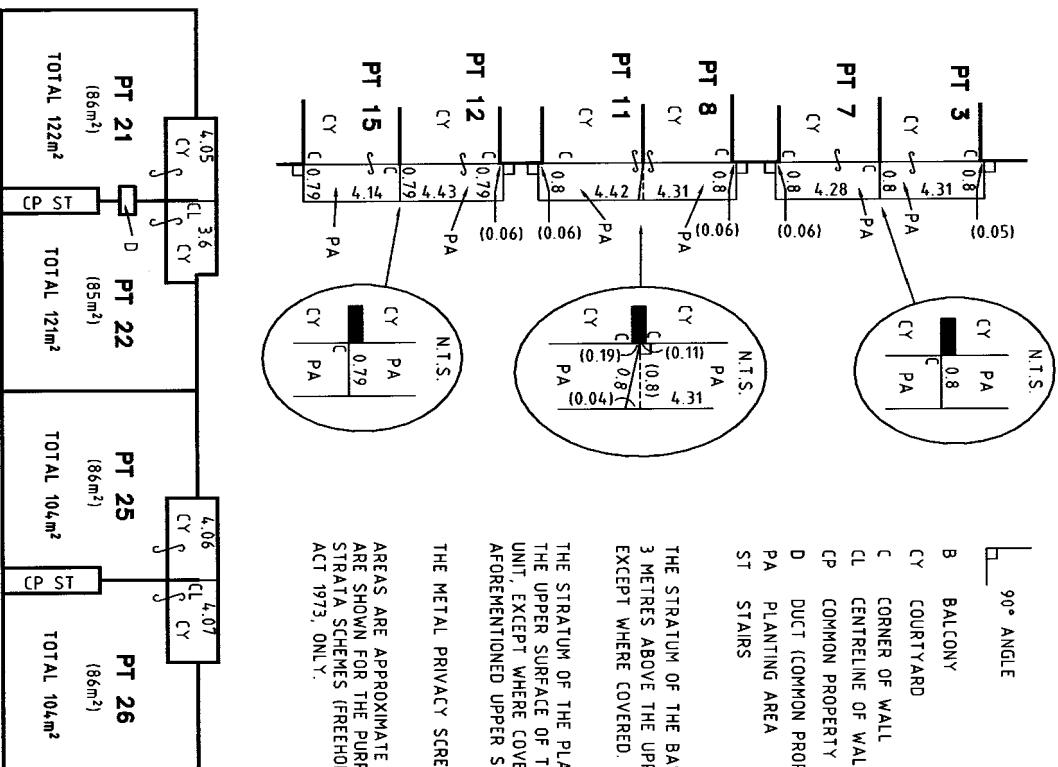
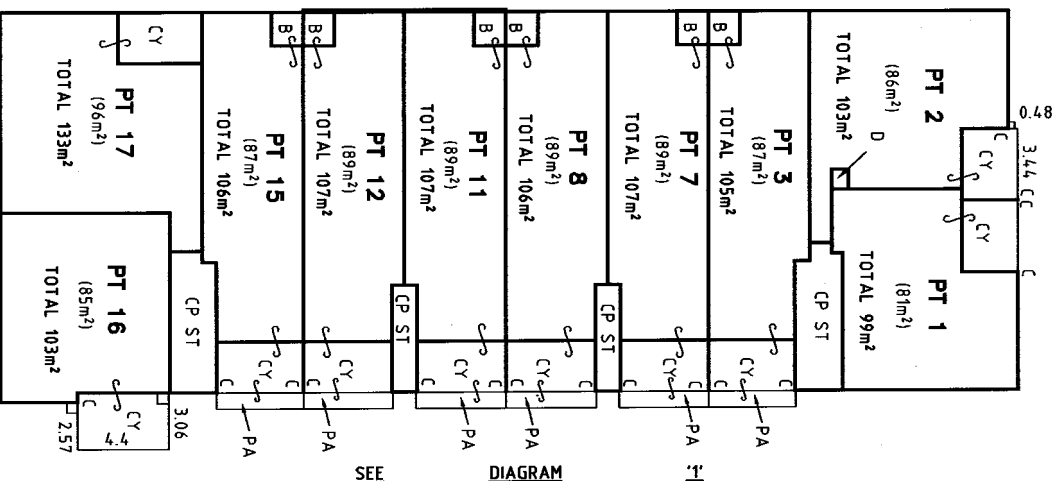
- B BALCONY
- CY COURTYARD
- C CORNER OF WALL
- CL CENTRELINE OF WALL AT FACE
- CP COMMON PROPERTY
- D DUCT (COMMON PROPERTY)
- PA PLANTING AREA
- ST STAIRS

THE STRATUM OF THE BALCONIES AND COURTYARDS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED.

THE STRATUM OF THE PLANTING AREAS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR OF THEIR RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED AND IN DEPTH TO 3 METRES BELOW THE AFOREMENTIONED UPPER SURFACE, EXCEPT WHERE THERE IS A BASE.

THE METAL PRIVACY SCREENS ON THE BALCONIES OF THE LOTS ARE COMMON PROPERTY.

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREHEOLD DEVELOPMENT) ACT 1973, ONLY.



Reduction Ratio to 250

Lengths are in metres

Registered Surveyor
David J. Brock

Authorised Person/General Manager/Accredited Certifier
Keith Lynn

SURVEYOR'S REFERENCE: 6332/03

STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 56 of 56 Sheets

SP79008

FIRST FLOOR LEVEL

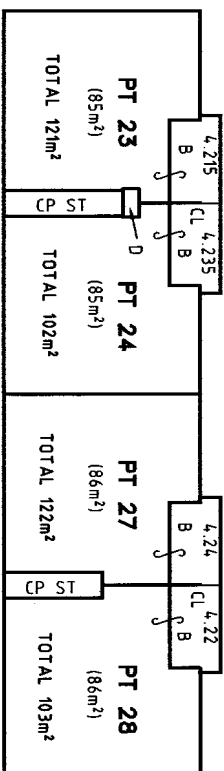
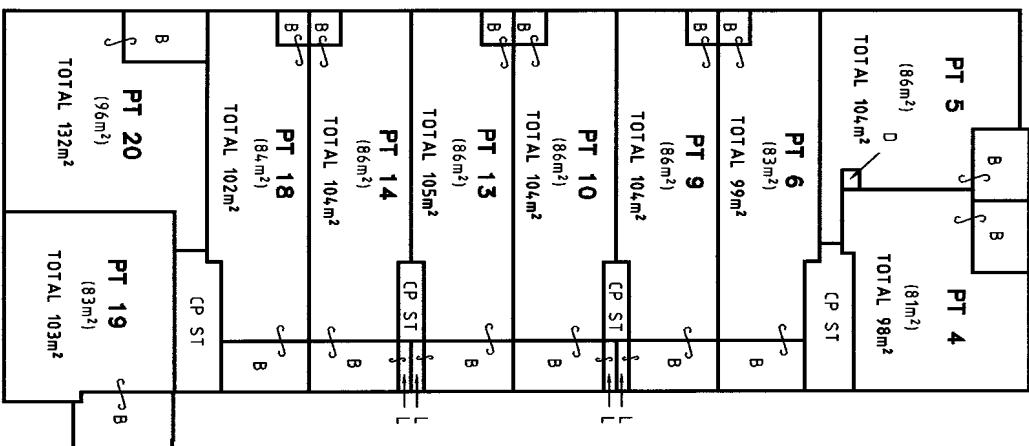
THE METAL PRIVACY SCREENS ON THE BALCONIES OF THE LOTS ARE COMMON PROPERTY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE, EXCEPT WHERE COVERED.

THE STRATUM OF THE LANDINGS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE, EXCEPT WHERE COVERED.

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

- B BALCONY
- CL CENTRELINE OF WALL AT FACE
- CP COMMON PROPERTY
- D DUCT (COMMON PROPERTY)
- L LANDING
- ST STAIRS



Reduction Ratio to 250

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 6332/03

SP79008

APPROVED FORM 27

BY LAWS

INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE CREATED UPON REGISTRATION OF THE STRATA PLAN

By-laws 1 to 20 inclusive

As set out in Schedule 1 of Strata Management Regulation – Residential Schemes, provided that in regard to by-law 16:

- (a) In regard to all lots on the ground floor level Option B shall apply.
- (b) In regard to all lots on the first floor level Option A shall apply.

By-law 21

The Proprietors for the time being of the lots referred to in the Schedule below and any persons authorised by them from time to time shall be entitled to exclusive use and enjoyment of that part of the Common Property (hereinafter called "the exclusive use area") designated on the plan annexed hereto and forming part of this by-law (the exclusive use area attaching to the lot number in the Strata Plan as set out in the schedule below) subject to the following terms and conditions:

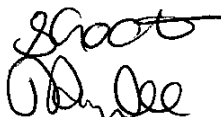
- (a) Each proprietor shall use his exclusive use area only as a courtyard and shall keep his exclusive use area clean, tidy and properly maintained.
- (b) It is acknowledged that this by-law shall pass any benefit and burden flowing from the by-law onto the Proprietor for the time being of the lot in the Strata Plan having the benefit of the exclusive use area pursuant to this by-law.
- (c) This by-law may be amended with the written consent of the Owner or Owners of the lot or lots concerned and in accordance with a special resolution of the Owners Corporation.

SCHEDULE

<u>Lot</u>	<u>Exclusive Use Area</u>
1	Area shown on the plan as "area of exclusive use of Lot 1"
2	Area shown on the plan as "area of exclusive use of Lot 2"
15	Area shown on the plan as "area of exclusive use of Lot 15"
17	Area shown on the plan as "area of exclusive use of Lot 17"



Sheet 1 of 3 sheets



Strat No?

SP79008

<u>Lot</u>	<u>Exclusive Use Area</u>
21	Area shown on the plan as "area of exclusive use of Lot 21"
22	Area shown on the plan as "area of exclusive use of Lot 22"
25	Area shown on the plan as "area of exclusive use of Lot 25"
26	Area shown on the plan as "area of exclusive use of Lot 26"

STEAD PROPERTIES PTY LIMITED
ACN 114 249 017
by its Attorney William Samuel Dockrill
pursuant to Power of Attorney Book 4469
No. 714

)
)
)
)
)
.....

.....
Signature of witness

.....
Name of witness
2/3 Young Street
Neutral Bay
.....
Address of witness

Executed by
J & R & J INVESTMENTS PTY
LIMITED ACN 099 535 743
pursuant to Section 127 of the
Corporations Act 2001

)
)
)
.....
Joseph Khalil
Director

.....
James Khalil
Secretary

SIGNED for and on behalf of ST. GEORGE BANK LIMITED
By Sarah Coxon AND Roxana Lee
its duly constituted Attorneys WHO HEREBY DECLARE that at
the time of execution by them of this document they have no
notice of the revocation of the Power of Attorney Registered
No. 125 Book No. 4182 under the authority of
which they have just executed the within document.
.....

REGISTERED  14-6-2007

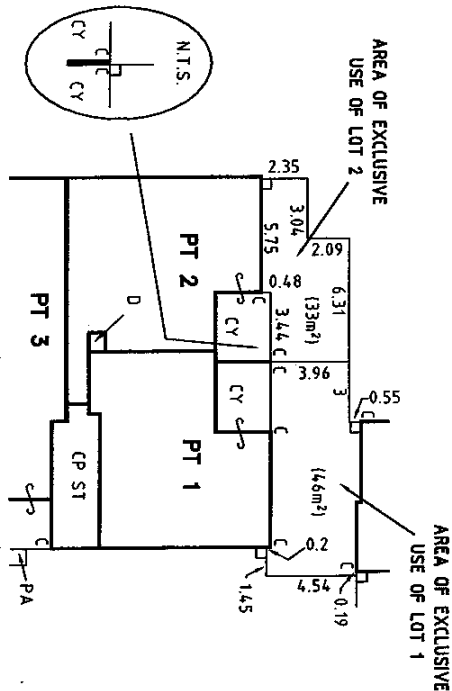
STRATA PLAN FORM 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. of Sheets

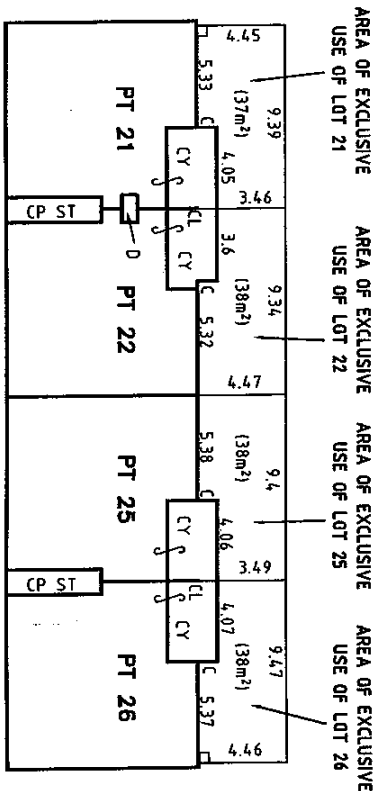
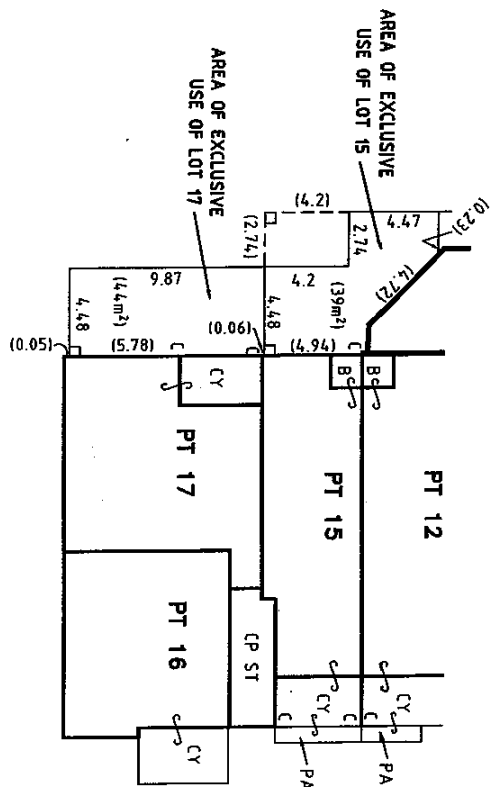
SP79008

GROUND FLOOR LEVEL
AREAS OF EXCLUSIVE USE



- 90° ANGLE
- B BALCONY
 - C CORNER OF WALL
 - CL CENTRELINE OF WALL AT FACE
 - CP COMMON PROPERTY
 - CY COURTYARD
 - D DUCT (COMMON PROPERTY)
 - PA PLANTING AREA
 - ST STAIRS

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



REGISTERED

14-6-2007

Reduction Ratio to 250

Lengths are in metres

Registered Surveyor

Authorised Person/General Manager/ Accredited Certifier

SURVEYOR'S REFERENCE: 6332/03

Instrument setting out terms of Easement of Profits à Pendre intended to be created or released and of Restrictions on the Use of Land of Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 4 sheets)

Plan: DP1112399

Consolidation of Lots 17 & 18 in DP 7397
and Lot D in DP 403991

Full name and address of the owner of the land:

Stead Properties Pty Ltd & J & R & J
Investments Pty Limited
Townhouse 16, 28 – 34 Kent Street, Epping

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify 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	Restriction on use of the land	Lot 178	Warringah Shire Council
2	Positive Covenant	Lot 178	Warringah Shire Council

Part 1A (Release)

Not applicable

Part 1 (Terms)

Note: Where the terms of the easement are defined in the Conveyancing Act 1919, no terms are to be included in Part 2 of the Section 88B Instrument unless the statutory terms are to be modified.

1. Terms of Restriction on the Use of Land

1.1 The registered proprietors covenant with Council that they will not:

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



WARRINGAH COUNCIL

Authorised Person

(Sheet 2 of 4 sheets)

Plan: **DP1112399**

Consolidation of Lots 17 & 18 in DP 7397
and Lot D in DP 403991

For the purposes of this covenant:

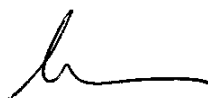
Structure and Works shall mean the on-site stormwater detention system constructed on the land as detailed on the plans approved by Council DA No 2005/585 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater on the land.

The Act means the Conveyancing Act 1919.

2. Terms of Positive Covenant

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

- 2.1 The registered proprietor will:
- 2.1.1 keep the structure and works clean and free from silt, rubbish and debris;
 - 2.1.2 maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.
- 2.2 For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.
- 2.3 The registered proprietors shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.
- 2.4 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.
- 2.5 Pursuant to Section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:
- 2.5.1 In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 2.4 hereof.
 - 2.5.2 The Council may recover from the registered proprietor in a Court of competent jurisdiction:



WARRINGAH COUNCIL


.....
Authorised Person

(Sheet 3 of 4 sheets)

Plan: **DP1112399**

Consolidation of Lots 17 & 18 in DP 7397
and Lot D in DP 403991

- (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph 2.5.1 hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.
- (b) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

2.6 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 DA No 2005/585 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.

STEAD PROPERTIES PTY LIMITED
ACN 114 249 017
by its Attorney William Samuel Dockrill
pursuant to Power of Attorney Book 4469
No. 714

)
)
)
)
)



U. Foreman

Signature of witness


Valerie Foreman

Name of witness

*2/3 Young Street
Neutral Bay*

Address of witness

WARRINGAH COUNCIL


Authorised Person

(Sheet 4 of 4 sheets)

Plan: **DP1112399**

Consolidation of Lots 17 & 18 in DP 7397
and Lot D in DP 403991

Executed by
**J & R & J INVESTMENTS PTY
LIMITED ACN 099 535 743**
by its Attorney William Samuel Dockrill
pursuant to Power of Attorney Book 4481
No. 6328
*Pursuant to Section 127 of the
Corporations Act 2001*

J. Khalil
.....
JOSEPH KHALIL
Sole Director / Secretary

.....
~~Signature of witness-~~

.....
~~Name of witness~~

.....
~~Address of witness~~

SIGNED SEALED AND DELIVERED

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

Michael

ATTORNEY
Print Name: *Michael*
Position Held: *Credit Analyst*

Mario

ATTORNEY
Print Name: **MARIO SIMUNIC**
Position Held: **EXECUTIVE MANAGER, CREDIT**

Nicky

WITNESS
Print Name: **Nicky Seeto**
Credit Analyst



WARRINGAH COUNCIL

[Signature]
.....
Authorised Person



R.P. 13. No. **G 862849** 10 38 1957

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fee:—
Logment 2 : 1
Endowment 2 : 1
Certificate Plan 1 : 10
Stamp Duty 4 : 10



I, **HAROLD ALFRED LIDGARD** of Hope Avenue North Manly

formerly a Member of the Australian Imperial Forces ^{not bricklayer}
(herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject, however, to such encumbrances, liens and interests as are notified hereunder, in
consideration of the sum of Ten shillings

(£ -/10/-) (the receipt whereof is hereby acknowledged) paid to me by

THE COUNCIL OF THE SHIRE OF WARRINGAH a body corporate constituted under
the Local Government Act, 1919 of Council Chambers, Brookvale

(herein called transferee)

do hereby transfer to the said transferee
all my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only).
		Whole or Part	Vol.	Fol.	
Cumberland	Manly Cove	Part	2192	92	being all that piece of land designated as "site of propd. dge. east. 10' wide" on the Plan marked "A" annexed hereto.

And the transferee covenants with the transferor Full and free right and liberty for
the transferee from time to time and at all times hereafter by its officers
servants workmen and agents to construct lay down make control examine
supervise manage relay renew cleanse repair maintain operate and use in
and through the said land and at such depths or levels below the surface
thereof as the transferee shall think fit such drainage works and other
works incidental thereto (all of which are included in the term "works"
whenever hereinafter appearing) as in its opinion may be required for
drainage purposes and to take up any such works and substitute new works
in lieu thereof and for any of the purposes aforesaid as often as return
pass and repass upon along and over the said piece of land and make and
sink excavations and cuttings in and through the said piece of land and
bring and place thereon and remove therefrom such materials implements
tools articles and things as the transferee shall think fit without

liability to pay compensation to any person for any damage sustained to the
said piece of land through the exercise of any of the powers hereby
granted to the transferee.

ENCUMBRANCES, ETC. referred to

Signed at Brookvale
"Signed in my presence by the transferor
Harold Alfred Lidgard

WHO IS PERSONALLY KNOWN TO ME

[Signature]
Solutor Brookvale
Signed

the twenty-ninth day of October 1957

[Signature]
H. A. Lidgard
Transferor.

PLAN REFILED IN
PLAN ROOM AS F.P.
403991

Signed in my presence by the transferee
The Common Seal of the Council
of the Shire of Warringah was
affixed hereto in pursuance of a
resolution of the Council passed
on the 9th day of December 1957.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register 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. Transferees any person liable or negatively
certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name
and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not involve 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.

ING 862849

LODGED BY M.C.SEDWICK, Solr.
A.N.Z. Bank Chambers, 678 Pittwater Rd., Brookvale

CONSENT OF MORTGAGEE.
(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.

This consent 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 in the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

Appeared before me at _____, the _____ day of _____, one thousand _____
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.

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

INDEXED	MEMORANDUM OF TRANSFER
<input checked="" type="checkbox"/>	1 Gt. of Easement
Checked by _____	Particulars entered in Register Book, Volume 2192 Folio 92
Passed (in S.D.B.) by _____	the 4 th day of March 1954
Signed by _____	40 minutes past 4 o'clock in the afternoon.

Registrar-General

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing	
1 _____	Received Docs. Nos.
2 _____	Receiving Clerk.
3 _____	6 _____

URGENT 20/4/54

PROGRESS RECORD.

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

EXECUTION OUTSIDE NEW SOUTH WALES.
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 instrument, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Mayor or Chief Officer of any 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 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 Consul 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 Consul General Agent), (ii) an Australian Consul Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-5-0 otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued (c) 10/- where the Transfer contains covenant purporting to affect the use of any land (d) 10/- where the Transfer is expressed to be made together with an easement or easements of a mortgage is endorsed on the Transfer, (e) 5/- for each additional folio where the Certificate exceeds fifteen folios, (f) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
Transfers in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken for the residue if desired.

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED
EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE



R.P. 10 981832

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



Fees — £ s. d.

Logment 2 : : —

Endorsement : : —

Certificate 2 : 10 : —

Govt 10 : —
Post 10 : —

£ 5 : 10 : —
1975

(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.

I, HAROLD ALFRED LIDGARD of North Manly, Bricklayer formerly

a member of the Australian Military Forces

(herein called transferor)

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

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

(£890 - -) (the receipt whereof is hereby acknowledged) paid to me by

b State in full the name of the person who furnished the consideration monies.

BRUCE WYNDHAM ROE of 21 William Street, Brookvale, Labourer

do hereby transfer to

c 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.

BRUCE WYNDHAM ROE of 21 William Street, Brookvale, Labourer

(herein called transferee)

d The description 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. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	MANLY COVE	PART	2192	92	Being Lot D in Plan lodged with Transfer and Grant G862849

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

TOGETHER WITH as appurtenant to the land hereby transferred a right of carriage way over that part of Lot C in Plan lodged with Transfer and Grant G862849 as is shown on the said plan as included in the area marked "Common Rights of Way 16' wide" AND RESERVING to the transferor out of the land hereby transferred as appurtenant to the said Lot C a right of carriage way over that part of the land hereby transferred as is shown on the said plan as included in the area marked "Common Rights of Way 16' wide".

• 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, 1919-1954.

AND the transferee for himself and his assigns covenants with the transferor his executors administrators and assigns for the benefit of the adjoining land being Lots B and C in Plan lodged with Transfer and Grant G862849 owned by the transferor but only during the ownership thereof by the transferor his executors administrators and assigns other than transferees on sale that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the transferor his executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor his executors administrators or assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected And this covenant may be released varied or modified by the owner or owners for the time being of such adjoining land.

! A very short note will suffice.

ENCUMBRANCES. &c., REFERRED TO. /

Transfer and Grant of Easement No. G862849.

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."

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 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), 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.

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

Signed at Brockvale the 17th day of June 1958.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

Shree

Solicitor
678 Pittwater Rd
Brookvale

Harold Lidgard

Transferor.*

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Shree

Solicitor
Brookvale

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

B. Joe

19-5-58
Transferee(s).

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.

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of ————— }

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

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.

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.

* 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 of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

LODGED BY M. C. SEDWICK, Solicitor;

678 Pittwater Rd., Brookvale

371 35
371 34

No. _____

G 981832

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

} Received Docs.
Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(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.

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.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Covenants</i> <i>by Mr. & Mrs. R. G. H. Way</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book, Volume <i>2192</i> Folio <i>92</i>
Passed (in S.D.B.) by <i>[Signature]</i>	the <i>10th</i> day of <i>September</i> 19 <i>58</i> at <i>20</i> minutes past <i>2</i> o'clock in the <i>after</i> noon.
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>[Signature]</i>	<i>11/9/58</i>
Draft written	<i>[Signature]</i>	<i>11/9/58</i>
Draft examined	<i>[Signature]</i>	<i>11/9/58</i>
Diagram prepared	<i>[Signature]</i>	<i>11/9/58</i>
Diagram examined	<i>[Signature]</i>	<i>11/9/58</i>
Draft forwarded	<i>[Signature]</i>	<i>11/9/58</i>
Supl. of Engrossers	<i>[Signature]</i>	<i>25/9</i>
Cancellation Clerk	<i>[Signature]</i>	<i>11</i>

VOL. *7571* Fol. *226*

LEAVE THESE SPACES FOR DEPARTMENTAL USE

Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-L
New South Wales
Real Property Act 1900



AD729789H

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information requested 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/SP79008

(B) **LODGED BY**

Document Collection Box lw	Name, Address or DX, Telephone, and LLPN if any Lawyers Central Suite 402, 130 Elizabeth Street SYDNEY NSW 2000 Reference: RVA:AF:20973	CODE CB
--	--	-----------------------

(C) The Owners-Strata Plan No. 79008 certify that pursuant to a resolution passed on 30 October 2007 and

(D) in accordance with the provisions of section No. 52 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

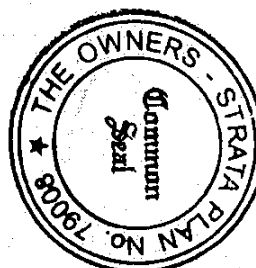
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 21

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure "A"



(F) The common seal of the Owners-Strata Plan No. 79008 was affixed on 19.12.07 in the presence of—

Signature(s): [Signature]

Name(s): T. H. HOPKINS

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

This and the following 4 pages comprise Annexure "A" to Form 15CB: Change of By-Laws

SPECIAL BY-LAW NO. 2 / EXCLUSIVE USE FOR LOT 16

On the 30th day of October 2007, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:

1. For the purposes of this by-law:-
 - 1.1 **"Building"** means the building/s constructed at 21-23 Shackel Avenue Brookvale;
 - 1.2 **"Common Property"** means the common property of Strata Plan 79008;
 - 1.3 **"Enforcement Costs"** means the costs associated with the enforcement of this by-law, including the cost to the Owners Corporation of engaging professional services (including its strata manager, building manager and/or legal practitioner);
 - 1.4 **"Exclusive Use Area B"** means the area of Common Property immediately adjacent to the Lot, hatched and marked "B" on the plan attached to this by-law;
 - 1.5 **"Licence Fee"** means the fee determined by the Owners Corporation in Annual General Meeting from time to time, payable by the Owner to the Owners Corporation;
 - 1.6 **"Lot"** means Lot 16 in Strata Plan 79008;
 - 1.7 **"Owner"** means the owner of the Lot from time to time; and
 - 1.8 **"Owners Corporation"** means the Owners Corporation of Strata Plan 79008.
2. Subject to the conditions set out in this by-law, the Owners Corporation consents to the Owner having the exclusive use of Exclusive Use Area B.
3. As consideration for the use of Exclusive Use Area B, the Owner will pay the Owners Corporation the Licence Fee. The Licence Fee will be paid by the Owner in the manner and form directed by the Owners Corporation.

4. The Owner is responsible for ensuring that:-

- 4.1 Exclusive Use Area B is kept in a clean and tidy condition and no rubbish is accumulated there;
- 4.2 no alterations or additions are made to the Common Property within Exclusive Use Area B without the written consent of the Owners Corporation;
- 4.3 the use of Exclusive Use Area B, including the use of any items placed in Exclusive Use Area B, does not prejudice the Owners Corporation's insurance or void any warranties to which the Owners Corporation is otherwise entitled; and
- 4.4 the Owners Corporation is immediately notified of loss or damage involving Common Property within Exclusive Use Area B.

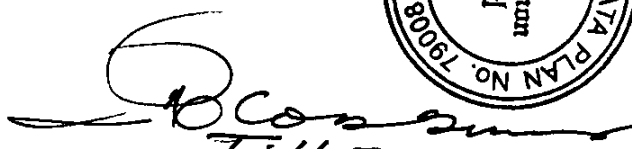
5. The Owner is responsible for and will bear the cost of repair and maintenance of Exclusive Use Area B, including the repair and maintenance of any items kept by the Owner within Exclusive Use Area B.


6. The Owners Corporation reserves the right to use its reasonable discretion to direct the Owner to repair or maintain Exclusive Use Area B, including the repair, maintenance or removal of items installed within Exclusive Use Area B, in the event the Owners Corporation is of the reasonable opinion that such repair, maintenance or removal is required.

7. If the Owner fails to comply with clause 6 above within 3 months of a written request by the Executive Committee to the Owner, the Owners Corporation may, through its authorised agents:-

- 7.1 carry out all work necessary to perform that obligation;
- 7.2 enter upon any part of the Lot to carry out that work; and

- 7.3 recover Enforcement Costs from the Owner.
8. The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 7 above.
9. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the use of Exclusive Use Area B.
10. The Owners Corporation may charge Enforcement Costs. If the Owner fails to pay the Enforcement Costs within 21 days of the date of service of a notice providing details of the Enforcement Costs, the Enforcement Costs will be charged to the lot account as if the Enforcement Costs were a contribution under the Act, and all rights and duties applicable to recovering contributions under the Act will apply to Enforcement Costs.


T. H. HARRIS
19.12.07



STRATA PLAN FORM 2

WARNING: CLEARING OR FOLDING WILL LEAD TO REJECTION

Sheet No. of Draw

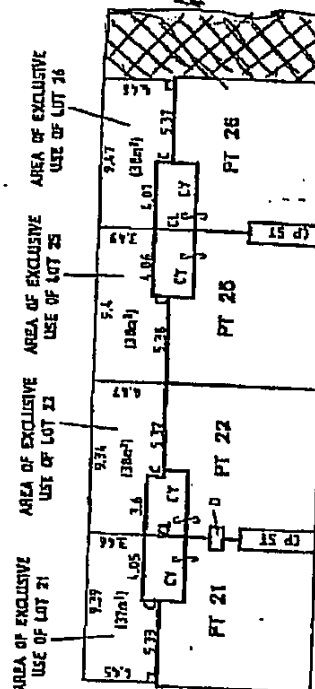
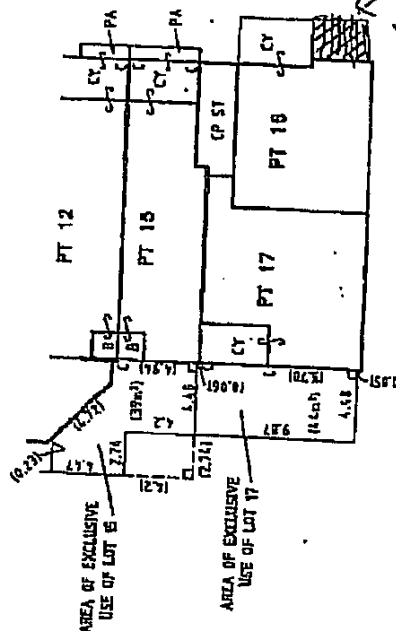
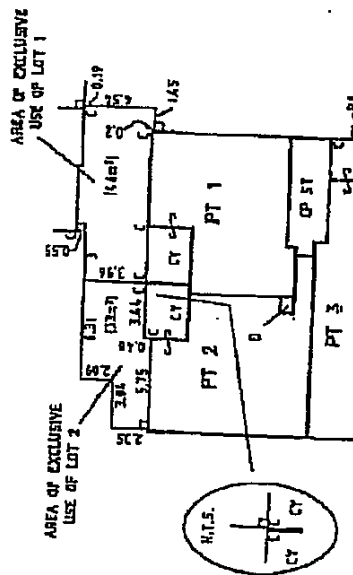
SP79008

GROUND FLOOR LEVEL
AREAS OF EXCLUSIVE USE

90° ANGLE

- B BALCONY
- C CORNER OF WALL
- CL CENTRELINE OF WALL AT FACE
- CP COMMON PROPERTY
- CY COURTYARD
- D DUCT (COMMON PROPERTY)
- PA PLANTING AREA
- ST STAIRS

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973, ONLY.



REGISTERED 14-6-2007

Sheet 3 of 3 sheets

Log:000559 /Doc:SP 0079008 D /Rev:15-Jun-2007 /Src:SC.OK /Ref:15-Jun-2007 17:06 /Pg:ALL /Seq:3 of 3

LAND & WALLTERS

19/09 2007 11:43 FAX 61 2 9449 3892

Form: 15CB
Release: 2.2
www.lands.nsw.gov.au

CHANGE OF BY-LAW
New South Wales
Real Property Act 1900



AD729790Y

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/SP79008

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and LLPN if any

Lawyers Central
Suite 402, 130 Elizabeth Street
SYDNEY NSW 2000

Reference: RVA:AF:20973

CODE

CB

(C) The Owners-Strata Plan No. 79008 certify that pursuant to a resolution passed on 30 October 2007 and

(D) in accordance with the provisions of section 52 of the Strata Schemes Management Act 1996
the by-laws are changed as follows—

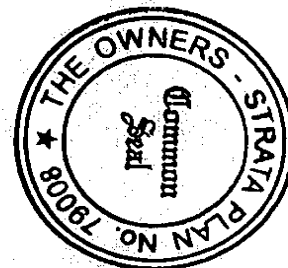
(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-Law 22

Amended by-law No. NOT APPLICABLE

as fully set out below:

See Annexure "A"



(F) The common seal of the Owners-Strata Plan No. 79008 was affixed on 19.12.07 in the presence of—

Signature(s): [Signature]

Name(s): T. H. HODKINS

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

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

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

Signature of authorised officer: _____

Name of authorised officer: _____ Position of authorised officer: _____

This and the following 5 pages comprise Annexure "A" to Form 15CB: Change of By-Laws

SPECIAL BY-LAW NO. 22 **EXCLUSIVE USE FOR LOT 26**

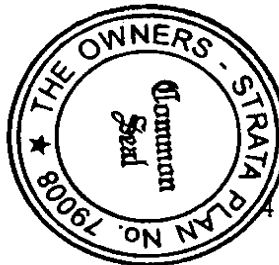
On the 30th day of October 2007, the Owners Corporation, by the Owners in Extraordinary General Meeting, moved and passed a motion and it was resolved that the Owners Corporation create a by-law, the provisions of which by-law are set out below:


1. For the purposes of this by-law:-
 - 1.1 "Approvals" means all statutory and governmental approvals and consents necessary to carry out the Works;
 - 1.2 "Building" means the building/s constructed at 21-23 Shackel Avenue Brookvale;
 - 1.3 "Common Property" means the common property of Strata Plan 79008;
 - 1.4 "Enforcement Costs" means the costs associated with the enforcement of this by-law, including the cost to the Owners Corporation of engaging professional services (including its strata manager, building manager and/or legal practitioner);
 - 1.5 "Exclusive Use Area A" means the area of Common Property immediately adjacent to the Lot, hatched and marked "A" on the plan attached to this by-law;
 - 1.6 "Licence Fee" means the fee determined by the Owners Corporation in Annual General Meeting from time to time, payable by the Owner to the Owners Corporation;
 - 1.7 "Lot" means Lot 26 in Strata Plan 79008;
 - 1.8 "Owner" means the owner of the Lot from time to time;
 - 1.9 "Owners Corporation" means the Owners Corporation of Strata Plan 79008; and
 - 1.10 "Works" means the construction of a timber fence around Exclusive Use Area A, including a gate.
2. Subject to the conditions set out in this by-law, the Owners Corporation consents to the Owner having the exclusive use of Exclusive Use Area A.

3. As consideration for the use of Exclusive Use Area A, the Owner will pay the Owners Corporation the Licence Fee. The Licence Fee will be paid by the Owner in the manner and form directed by the Owners Corporation.
4. The owner of the Lot as at the date of registration of this by-law is permitted to carry out the Works.
5. The Works are to be carried out:
 - 5.1 in a proper and workmanlike manner and by duly licensed contractors;
 - 5.2 with skill and due care using quality materials which are in keeping with the standard and architectural theme of the Building;
 - 5.3 in accordance with any Approvals obtained (if necessary);
 - 5.4 in accordance with final plans and specifications approved by the Executive Committee;
 - 5.5 complying with all reasonable requirements of the Executive Committee;
 - 5.6 in accordance with the Building Code of Australia and all applicable Australian Standards;
 - 5.7 in a way which minimises the disturbance of other owners by noise, dust and dirt;
 - 5.8 in a way so as not to unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the Building by other persons;
 - 5.9 promptly and completely removing all rubbish and debris from the Building and its surrounds resulting from the Works;
 - 5.10 ensuring that the security of the Building is maintained throughout the performance of the Works; and
 - 5.11 promptly repairing any damage to any part of the Common Property that is caused or contributed to by the Works.

6. The Owner is responsible for ensuring that:-
 - 6.1 the Executive Committee is immediately provided with a key to the gate that is installed as part of the Works;
 - 6.2 the lock on the gate is not changed without notifying the Executive Committee in writing and providing the Executive Committee with the new key;
 - 6.3 Exclusive Use Area A is kept in a clean and tidy condition and no rubbish is accumulated there;
 - 6.4 other than the Works themselves, there are no alterations or additions made to the Common Property within Exclusive Use Area A without the written consent of the Owners Corporation;
 - 6.5 the use of Exclusive Use Area A, including the use of any items placed in Exclusive Use Area A, does not prejudice the Owners Corporation's insurance or void any warranties to which the Owners Corporation is otherwise entitled; and
 - 6.6 the Owners Corporation is immediately notified of loss or damage involving Common Property within Exclusive Use Area A.
7. The Owner is responsible for and will bear the cost of repair and maintenance of Exclusive Use Area A, including the repair and maintenance of any items installed by the Owner within Exclusive Use Area A.
8. The Owners Corporation reserves the right to use its reasonable discretion to direct the Owner to repair or maintain Exclusive Use Area A, including the repair, maintenance or removal of items installed within Exclusive Use Area B, in the event the Owners Corporation is of the reasonable opinion that such repair, maintenance or removal is required.

9. If the Owner fails to comply with clause 8 above within 3 months of a written request by the Executive Committee to the Owner, the Owners Corporation may, through its authorised agents:-
- 9.1 carry out all work necessary to perform that obligation;
 - 9.2 enter upon any part of the Lot to carry out that work; and
 - 9.3 recover Enforcement Costs from the Owner.
10. The Owner will sign all documents and do all things necessary to facilitate the carrying out of clause 9 above.
11. The Owner indemnifies the Owners Corporation against claims, demands and liability of any kind that may arise in respect of damage to any property or death of or injury to any person arising out of the carrying out of the Works and the use of Exclusive Use Area A.
12. The Owners Corporation, via its authorised agents, is entitled to access Exclusive Use Area A from time to time for the purposes of inspecting the Common Property drain which is located within Exclusive Use Area A. The Owner will do all things reasonably required by the Owners Corporation to ensure that this inspection, together with any necessary repair and/or maintenance, may be promptly and properly carried out.
13. The Owners Corporation may charge Enforcement Costs. If the Owner fails to pay the Enforcement Costs within 21 days of the date of service of a notice providing details of the Enforcement Costs, the Enforcement Costs will be charged to the lot account as if the Enforcement Costs were a contribution under the Act, and all rights and duties applicable to recovering contributions under the Act will apply to Enforcement Costs.




6 T. HOPKINS

Form: 15CB

Release: 3-2

CHANGE OF BY-LAW

New South Wales

Strata Schemes Management Act 19

Real Property Act 1900



AK972366D

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/SP79008

(B) **LODGED BY**

Document Collection Box 124E	Name, Address or DX, Telephone, and Customer Account Number if any GlobalX Legal Solutions Pty Ltd Level 3, 175 Castlereagh Street SYDNEY 2000 Ph: 13 5669 Reference: SP79008 JBB #3199 BANN-5365614	CODE CB
--	--	-----------------------

(C) The Owners-Strata Plan No. 79008

certify that pursuant to a resolution passed on 28 July 2016

and

(D) in accordance with the provisions of Section 65A of the Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. Special By-law 23

Amended by-law No. NOT APPLICABLE

as fully set out below:

Refer Annexure "A"

(F) The common seal of the Owners-Strata Plan No. 79008

was affixed on

in the presence of—

Signature(s):

Name(s): Refer Annexure "A"

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

**THIS IS ANNEXURE "A" REFERRED TO IN CHANGE OF BY-LAWS
TORRENS TITLE: CP/SP79008**

EXECUTION CLAUSE FOR EXECUTION BY MANAGING AGENT:

THE COMMON SEAL OF THE OWNERS –
STRATA PLAN NO. 79008 was hereunto
affixed in the presence of the following being
the person authorised by section 238 of the
Strata Schemes Management Act 1996 to
attest the affixing of the seal.



[Handwritten Signature]

Signature

Talofa Pouli

Full name

25/11/16

Date

As duly authorised officer of the Strata
Managing Agent, Integrated Property
Management Pty Ltd T/A Lamb and Walters
(ACN 003 288 211).

**EXECUTION CLAUSE FOR EXECUTION BY LOT OWNERS OR EXECUTION
COMMITTEE MEMBERS:**

THE COMMON SEAL OF THE OWNERS –
STRATA PLAN NO. 79008 was hereunto
affixed in the presence of the following being
the person(s) authorised by section 238 of the
Strata Schemes Management Act 1996 to
attest the affixing of the seal.

Signature

Signature

Full name

Full name

Role

Role

Date

SPECIAL BY-LAW NO. 23

WINDOW SAFETY DEVICES

1. For the purposes of this by-law:

- 1.1. "Act" means the *Strata Schemes Management Act 1996* as amended from time to time;
- 1.2. "Building" means the building and improvements on the land located at 21-23 Shackel Avenue, BROOKVALE NSW 2100.
- 1.3. "Common Property" means the Common Property in the Strata Plan;
- 1.4. "Costs" means all professional and trade costs/fees/disbursements;
- 1.5. "Direction" means a written direction from the Owners Corporation to the Owner relating to Remedial Works;
- 1.6. "Indemnify" means the Owner indemnifying the Owners Corporation in respect of the Remedial Works or anything arising from the Remedial Works, including, but not limited to the following:
 - 1.6.1. all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by, brought or made against the Owners Corporation;
 - 1.6.2. any sum payable by way of increased premiums; and
 - 1.6.3. any costs or damages for which the Owners Corporation is or becomes liable;
- 1.7. "Lot" means a lot in the Strata Plan used for residential purposes;
- 1.8. "Occupier" means the legal occupier(s) of a Lot;
- 1.9. "Owner" means the owner(s) of the Lot from time to time;
- 1.10. "Owners Corporation" means the owners corporation known as The Owners - Strata Plan 79008 and where the context permits, includes its agents, contractors or employees;
- 1.11. "Penalty" means the penalty or fine under section 64A of the Act;
- 1.12. "Remedial Works" means repair, maintenance, removal or replacement of the Window Safety Device and any other items installed as part of the Works, and/or Common Property affected by the Works;
- 1.13. "Residential Tenancy Agreement" means an agreement under which an Owner or Occupier leases, sublets or licenses a Lot on a commercial basis for a period of greater than 3 consecutive months;

1.14. **"Strata Plan"** means registered strata plan number 79008;

1.15. **"Window"** means the following:

- 1.15.1. a Common Property window in a Lot that can be opened; and
- 1.15.2. the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- 1.15.3. that internal floor is 2m or more above the external surface of the ground below the window.

[An illustration of this definition is **attached to this by-law and marked with the letter 'A'**]

1.16. **"Window Safety Device"** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram-force):

- 1.16.1. a child safety device that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm; and
- 1.16.2. the device is robust and childproof; and
- 1.16.3. excludes ordinary flyscreens.

1.17. **"Works"** means the installation or affixing of a Window Safety Device on a Window in accordance with the Office of Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked with the letter 'B'**.

- 2. Where any terms in this by-law are not defined, they will have the same meaning those words are attributed under the Act.
- 3. If this by-law empowers the Owners Corporation to take action, it may or may not take such action in its reasonable discretion.

Works

- 4. The Owners Corporation is responsible for carrying out the Works at a Lot and will pay the Costs of carrying out the Works.
- 5. An Owner and/or Occupier of a Lot must grant the Owners Corporation access to the Lot for the purpose of carrying out the Works, or determining if the Works are required to be carried out at a Lot.
- 6. In the event the Owner or Occupier has agreed with the Owners Corporation on a day and time for access, and the Owners Corporation cannot gain access to the Lot on that agreed day and time due to any action or inaction of the Owner or Occupier, the relevant Owner or Occupier is responsible for any Costs incurred by the Owners Corporation for re-arranging the access.
- 7. Upon completion of the Works at a Lot, the Owner or Occupier of that Lot must sign a written acknowledgement form provided by the Owners Corporation for the purpose of confirming that Works have been carried out at the Lot.



8. Prior to providing the written acknowledgement form as referred to in clause 7 above, the Owners Corporation may request an Occupier to provide a copy of their Residential Tenancy Agreement and proof of identity, such as a driver's licence or passport, as evidence that they are the tenant(s) identified in the Residential Tenancy Agreement.

Remedial Works

9. The Owner is responsible for and must carry out Remedial Works when and where necessary, including by Direction.
10. The Remedial Works must be carried out and completed:
 - 10.1. in a proper workmanlike manner and by licensed and/or accredited contractors;
 - 10.2. with due skill and care using proper materials;
 - 10.3. in compliance with the Building Code of Australia, any other Australian Standards, as applicable;
 - 10.4. in keeping with the appearance of the Building in its style, colour, materials and overall design;
 - 10.5. in a way so as to not unreasonably interfere with the enjoyment of other Common Property areas or access to lots in the strata scheme by other persons by building materials, tools, machines, debris or motor vehicles;
 - 10.6. in a way which minimises the disturbance to other Owners including but not limited to vibration, noise, dust and dirt;
 - 10.7. in compliance with all local council consents and requirements (if any);
 - 10.8. ensuring that the security of the Building is maintained throughout the performance of the Remedial Works;
 - 10.9. promptly and completely removing all rubbish from the Building resulting from the Remedial Works;
 - 10.10. keeping all areas of the Building as clean and tidy as possible;
 - 10.11. promptly repairing any damage to any part of the Building caused by the Remedial Works;
 - 10.12. in compliance with all reasonable requirements of the Owners Corporation, including any requirements relating to access and egress of tradespersons, building materials, tools and debris; and
 - 10.13. in a way that will protect all areas of the Building outside the Lot from any damage caused by the Remedial Works, for example by the transportation of construction materials, equipment and debris.
11. The Owner is responsible for the Cost of Remedial Works.

Damage and Direction

12. In the event lot(s) or Common Property is/are damaged because of the Remedial Works, the Owner will pay the Costs of rectifying the damage.

13. The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as a part of the Remedial Works in the event they do not comply with the requirements of this by-law.
14. If the Owner fails to comply with Clause 13 above within 2 months of a Direction to the Owner, then the Owners Corporation may:
 - 14.1. enter upon any part of the Lot to carry out the work;
 - 14.2. carry out all work necessary to perform that obligation; and
 - 14.3. recover from the Owner any Costs relating to their carrying out of that work, including charging those Costs to the Owner's lot account as if those Costs were a contribution under the Act.

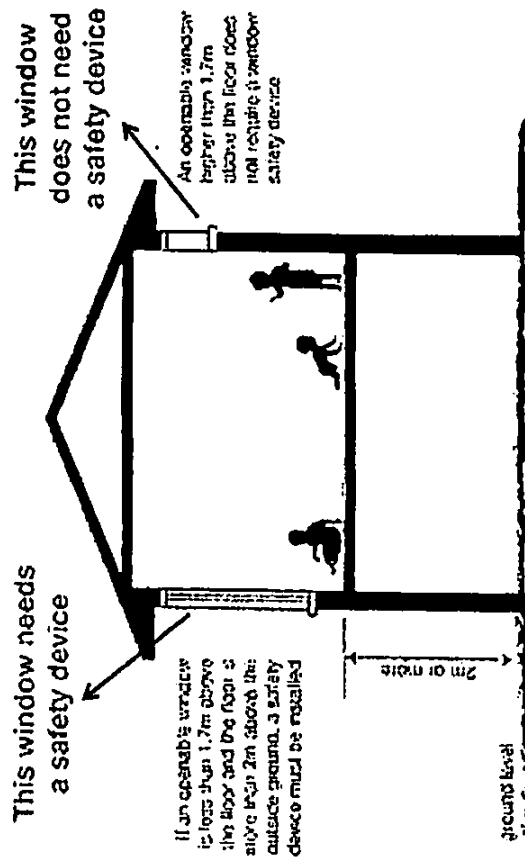
Costs

15. Subject to clause 4, the Owner is responsible for, and will bear all Costs.
16. Where the Owners Corporation has incurred Costs on behalf of an Owner (including Costs referred to in clause 6), the Owners Corporation may recover those Costs from the Owner, including charging those Costs to the Owner's lot account as if they were a contribution under the Act, with all the same rights of recovery to apply.
17. If the Owners Corporation receives a Penalty, the Owner of the Lot to which the Penalty relates is responsible for the Penalty in full and any Costs associated with the Penalty.
18. In the event the Owner responsible for the Penalty does not reimburse the Penalty and Costs to the Owners Corporation within 28 days of receiving written notice of the charges from the Owners Corporation, the Owners Corporation may charge the amount to the Owner's lot account, as if it were a contribution under Act, with all associated rights of recovery under the Act.

General obligations

19. Owners and Occupiers will sign all documents and do all things necessary to facilitate the matters the subject of this by-law.
20. Owners and Occupiers will not claim upon the Owners Corporation's insurance in respect of anything arising out of the Remedial Works.
21. The Owner will Indemnify and will keep indemnified the Owners Corporation.

ANNEXURE 'A'





FACT SHEET

September 2015

Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable their windows to be locked at 12.5cm when the devices are engaged. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the locks are engaged, children will be protected.

Did you know? Similar laws in New York resulted in a 88 per cent decrease in hospitalisations due to falls from windows.

Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at www.kidshhealth.nsw.gov.au. Information is provided in 11 languages.

Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

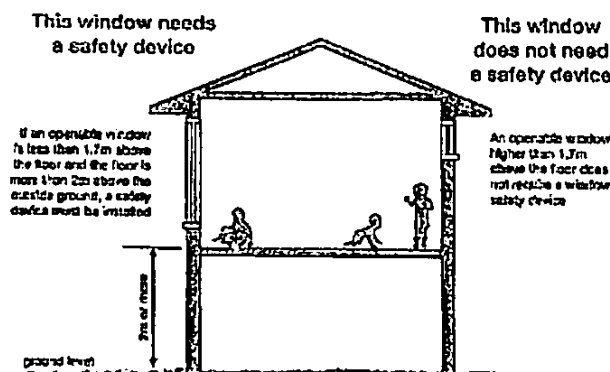
The details are explained in the Strata Schemes Management Regulation 2010.

When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Let owners may install a window safety device in their property at any time, telling the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



www.fairtrading.nsw.gov.au

NSW
 Fair Trading

FACT SHEET

September 2016

Will this mean the windows will never be able to open?

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the apartment, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

How can we arrange for locks in our scheme that won't cost a fortune?

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

If the windows have grills over them, do they still need locks?

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

Will the safety devices be included in the Tenancy Condition Report?

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

Where can I get more information?

If you are a tenant, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, please refer to the Strata Schemes Management Act 1996 No 138 or call us on 13 92 20.

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 92 20
TTY 1800 723 464
Language assistance 13 14 90

This fact sheet cannot be relied on as legal advice. For more information consult the legal professional or the appropriate legislation.

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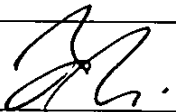
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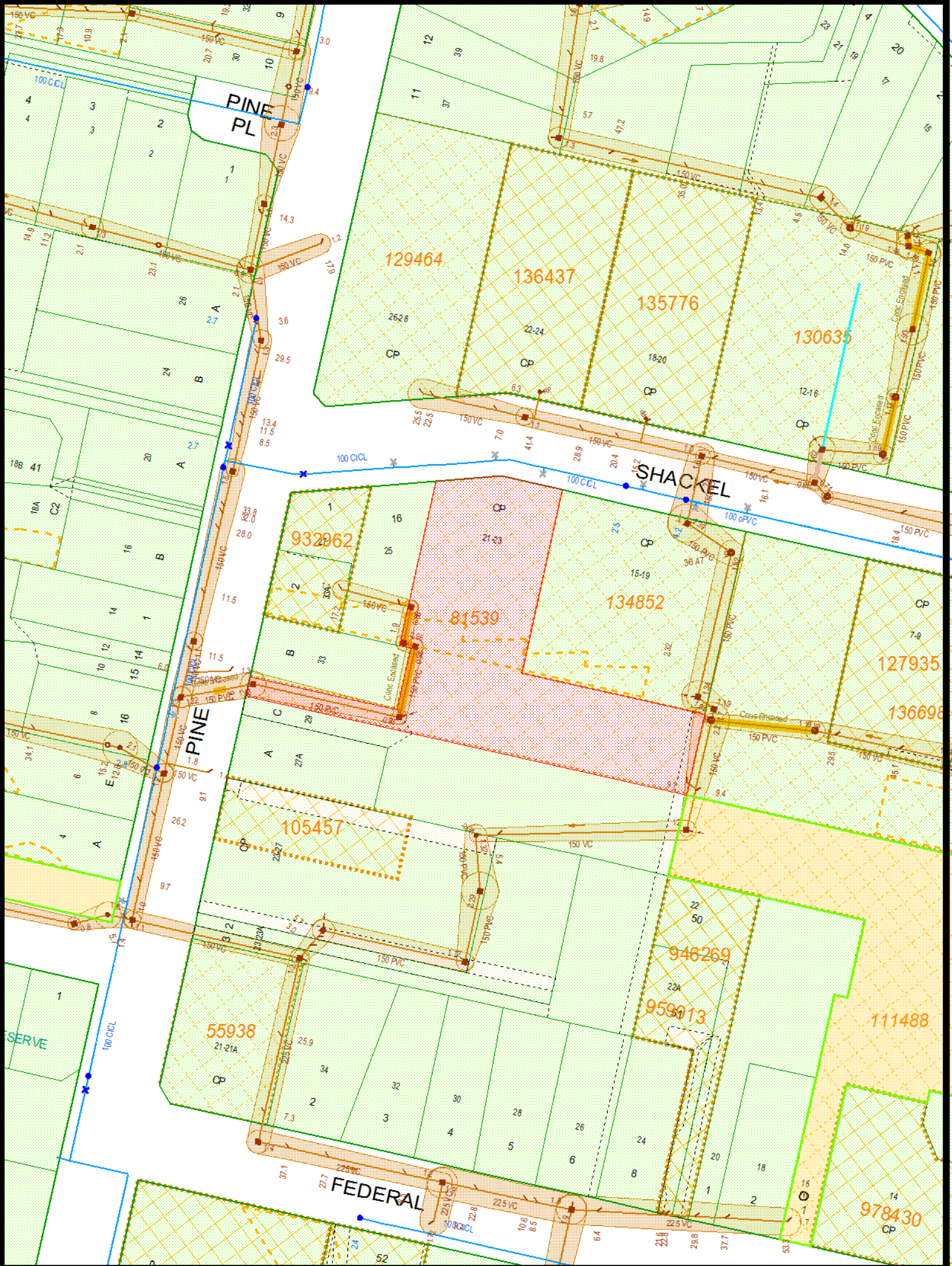


NSW
Fair Trading



END OF BY-LAW TERMS

	
Signature: _____	Signature: _____
<u>Talofa Pouli</u>	
Full name: _____	Full name: _____
Being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996.	



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

SYDNEY WATER
SEWERAGE SERVICE DIAGRAM
MUNICIPALITY OF WARRINGAH
SUBURB OF BROOKVILLE

Scale : Approx 1:500
Distances / depths in metres pipe diameters in millimetres

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 vertical position of the Board's Sewer. The existence and position of the sewerage service shown as existing in Board's records (By Law 6 Clause 3) should be ascertained by inspection of records available at Board's Business Offices (Section 33 of the Board's Act). Position of structures only and in general the outlines of buildings may have been drawn from initial building plans submitted to the local Council. Discrepancies in position and type of buildings and structures shown on this diagram and actual conditions on the ground may be due to unmodified work. Before building work is commenced location of drainage lines is recommended. Licensees are required to submit to the Board a Certificate of Compliance as not all work may have been supervised.

NOTE : This Diagram only indicates availability of a Sewer and any sewerage service shown as existing in Board's records (By Law 6 Clause 3.)

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

- | | | |
|--------------------|-----------------------|------------------|
| Manhole | Reflex Valve | P. Trap |
| Chamber | Cleaning Eye | IR |
| L.H. | Vertical Pipe | Vert |
| Boundary Trap | Induct Pipe | IP |
| Inspection Shaft | Mica Flap | IMF |
| Pit | Rodding Point | erp |
| G | Sloped Junction | On back Junction |
| Grease Interceptor | Vertical Junction | On back Junction |
| Gully | On back Junction | On back Junction |
| TMS | Terminal Maint. Shaft | On back Junction |
| MS | Maintenance Shaft | On back Junction |

INDICATES - PLUMBING FIXTURES & FITTINGS

- | | | | |
|-----|--------------|-----|-----------------|
| CO | Clean Out | Bld | Blind |
| O v | Vent Pipe | S | Shower |
| T | Tubs | DW | Dishwasher |
| K | Kitchen Sink | F | Floor Waste |
| W | Water Closet | M | Washing Machine |
| B | Bath | BS | Bar Sink |
| H | Handbasin | LS | Lab Sink |

- | | | | |
|---------------------|-------------------------|---|----------------|
| ELEC. | Pump Unit | Flushing Point | |
| Boundary Valve | Boundary Valve with PRV | INDICATES - PLUMBING ON MORE THAN ONE LEVEL | |
| Alarm Control Panel | LP Stop Valve | O av | Soil Vent Pipe |
| LP Air Valve | LP Reducer | O ws | Waste Stack |
| HSV Flow Monitor | Vacuum Chamber | | |

A3 SIZE
DIAGRAM

Connection Date

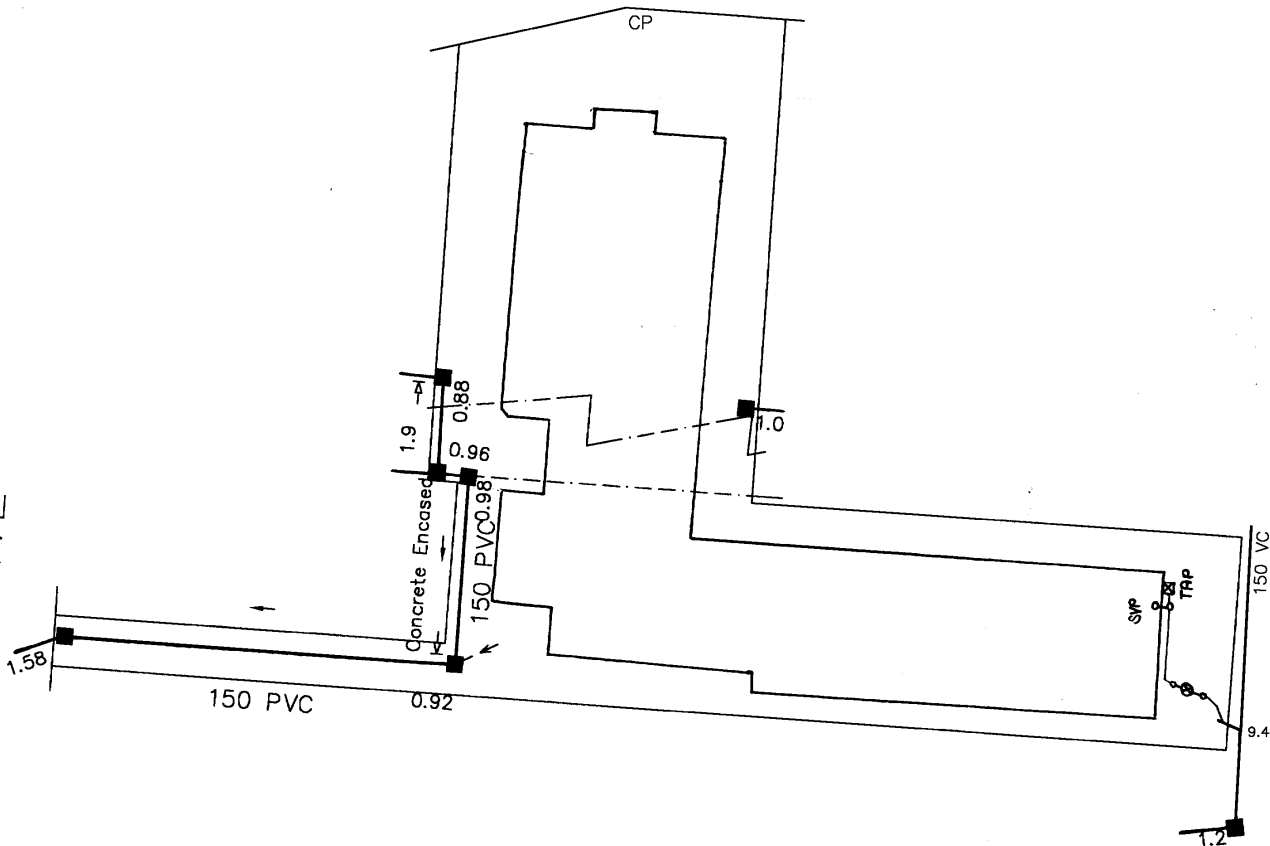
Boundary Trap NOT REQUIRED

SSD

3103296

SHACKEL AVE

PINE AVE



Northern Beaches Council Planning Certificate – Part 2

Applicant: Apex Lawyers Pty Ltd
Suite 5 Level 8 99 York Street
SYDNEY NSW 2000

Reference: 200224
Date: 06/07/2020
Certificate No. ePLC2020/3989

Address of Property: 9/21-23 Shackel Avenue BROOKVALE NSW 2100
Description of Property: Lot 9 SP 79008

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

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

Applies to: Crown Land:

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

Outline: Proposed amendment to WLEP 2011 to:

- Amend Land Zoning Map to change the zoning from R2 (Low Density Residential) to RE1 (Public Recreation).
- Amend Height of Building Map and Minimum Lot Size Map to remove the residential development standards for height and minimum lot size from all of the subject lots.

Council resolution: 27 November 2018

Gateway Determination: 9 August 2019

Planning Proposal - Freshwater Village Carpark Reclassification

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

Outline: Amends WLEP 2011 to:

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

Council resolution: 27 November 2018

Gateway determination: 23 September 2019

1.3 Development Control Plans

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

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

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

2.1 Zoning and land use under relevant Local Environmental Plans

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

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

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Additional permitted uses

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

Nil

(e) Minimum land dimensions

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

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

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

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

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

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

3. Complying Development

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

a) Housing Code

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

b) Rural Housing Code

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

c) Low Rise 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.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. Property vegetation plans

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

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

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

17. Site compatibility certificate and conditions for affordable rental housing

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

18. Paper subdivision information

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

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

21 Affected building notices and building product rectification orders

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

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

In this clause:

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

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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



Ray Brownlee PSM
Chief Executive Officer

06/07/2020

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

22. 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.
23. 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.
24. 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.
25. 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.
26. 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?
27. Has any proposal been given by any person or entity to the Owners Corporation for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme?
- 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

28. Has the initial period expired?
29. 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?
30. If the Property includes a utility lot, please specify the restrictions.
31. 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?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. 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.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. 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?
37. 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? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. 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

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

Requisitions and transfer

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