

Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | eCOS ID: 140284933 | NSW DAN: |
|---------------------|---|--------------------|-------------------------------|
| vendor's agent | McGrath Mona Vale First Floor, 2 Bungan Street, Mona Vale NSW 2103 | | Phone: (02) 8044 0388 Fax: |
| co-agent | | | Ref: Kelly Mulvihill |
| vendor | LOIS KATHLEEN GRINDROD | | |
| vendor's solicitor | Rostron Carlyle Rojas Lawyers Suite 2 Lvl 8, 88 Phillip Street, Sydney NSW 2000 | | Phone: (02) 9307 8900 Fax: |
| date for completion | 42 days after the contract date | (clause 15) | Email: j.tsang@rcrlaw.com.au |
| land | 3/77 BEACONSFIELD STREET, NEWPORT NSW 2106 (Address, plan details and title reference) LOT 3 IN STRATA PLAN 3784 3/SP3784 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | | |
| attached copies | <input checked="" type="checkbox"/> documents in the List of Documents as marked or 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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other: | | |
| exclusions | | | |
| purchaser | | | |
| purchaser's solicitor | | | Phone: Fax: Ref: |
| Price | \$ | | |
| deposit | \$ | | (10% of the price, unless otherwise stated) |
| balance | \$ | | |
| contract date | | | (if not stated, the date this contract was made) |

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

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

buyer's agent

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

SIGNING PAGE

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|--|--|--------------------------------|---------------------------|---------------------------|-------------|-------------|---|--------------------------------|--------------------------------|---------------------------|---------------------------|-------------|-------------|
| <p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p> | <p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p> | | | | | | | | | | | | |
| <p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table> | Signature of authorised person | Signature of authorised person | Name of authorised person | Name of authorised person | Office held | Office held | <p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Signature of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Name of authorised person</td> </tr> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Office held</td> </tr> </table> | Signature of authorised person | Signature of authorised person | Name of authorised person | Name of authorised person | Office held | Office held |
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| Office held | Office held | | | | | | | | | | | | |
| Signature of authorised person | Signature of authorised person | | | | | | | | | | | | |
| Name of authorised person | Name of authorised person | | | | | | | | | | | | |
| Office held | Office held | | | | | | | | | | | | |

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

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

Pexa

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Owners Corporation SP3784

Mr Jeremy Arnott - jeremyarnott@bigpond.com

CERTIFICATE OF WAIVER OF COOLING OFF RIGHTS

I,

of

Solicitor, certify as follows

- 1 I am a Solicitor currently admitted to practice in New South Wales
- 2 I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 (NSW) in relation to a contract for the sale of the property known as **3/77 BEACONSFIELD STREET, NEWPORT NSW 2106** ("the Contract") to **LOIS KATHLEEN GRINDROD** ("the Vendor") to
("the Purchaser") The purpose of this Certificate is to remove the Purchaser's rights to a cooling off period
- 3 I do not act for the Vendor I am not employed in a firm which acts for the Vendor nor does any other solicitor in that firm act for the Vendor
- 4 I have explained to the Purchaser
 - (a) the effect of the Contract
 - (b) the nature of this Certificate and
 - (c) that the giving of this Certificate to the Vendor will remove the Purchaser's rights to a cooling off period

DATED this day of 2024

.....

Solicitor

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

| | |
|---|--|
| <p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p> | <p>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</p> |
|---|--|

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

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

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

| | |
|---|--|
| In this contract, these terms (in any order) mean – | |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14 |
| <i>authorised Subscriber</i> | a Subscriber (not being a party's solicitor) named in a notice served by a party as being authorised for the purposes of clause 20.8 |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday |
| <i>cheque</i> | a cheque that is not postdated or stale |
| <i>clearance certificate</i> | a certificate within the meaning of s14.220 of Schedule 1 to the TA Act, that covers one or more days falling within the period to and including the contract date to completion |
| <i>completion time</i> | the time of day at which completion is to occur |
| <i>conveyancing rules</i> | the rules made under s12 of the Real Property Act 1900 |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer • the expiry date (if any) and • the amount |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser |
| <i>document of title</i> | document relevant to the title or the passing of title |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW) |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and Digitally Signed in an Electronic Workspace |
| <i>electronic transaction</i> | a Conveyancing Transaction to be conducted for the parties by their legal representatives as Subscribers using an ELN and in accordance with the ECNL and the participation rules |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the property to be created and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction |
| <i>FRCGW percentage</i> | the percentage mentioned in s14.200(3)(a) of Schedule 1 to the TA Act (12% as at 1 July 2018) |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14.200 of Schedule 1 to the TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if any) and the amount specified in a variation served by a party |
| <i>GST Act</i> | New Tax System (Goods and Services Tax) Act 1999 |
| <i>GST rate</i> | the rate mentioned in s4 of New Tax System (Goods and Services Tax) Act 1999 (10% as at 1 July 2000) |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14.200 of Schedule 1 to the TA Act (the price multiplied by the GSTRW rate) |
| <i>GSTRW rate</i> | the rate determined under ss14.200(4), (8) or (9) of Schedule 1 to the TA Act (as at 1 July 2018, usually of the price if the margin scheme applies, 1.11th if not) |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the property and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act |
| <i>manual transaction</i> | a Conveyancing Transaction in which a dealing for or in part of the Lodgment Case at or following completion cannot be Digitally Signed |
| <i>normally</i> | subject to any other provision of this contract |
| <i>participation rules</i> | the participation rules as determined by the ECNL; |
| <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 s4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the property; |
| <i>populate</i> | to complete data fields in the Electronic Workspace |

| | |
|--------------------------|---|
| <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 party |
| <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 bank and drawn on itself • authorised in writing by the vendor or the vendor's <i>solicitor</i>, so the other <i>cheque</i> |
| <i>solicitor</i> | in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party |
| <i>TA Act</i> | Taxation Administration Act 1953 |
| <i>terminate</i> | terminate this contract or reach |
| <i>title data</i> | the details of the title to the property made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> |
| <i>variation</i> | a variation made under s14(23) 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 or to be done or done to be sent on or in relation to the property or any adjoining footpath or road (but the term does not include a notice under s22 of the <i>Strata Management Act 1992</i> or clause 22 of the <i>Strata Management Regulation 2018</i>) |

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

2 Deposit and other payments before completion

- 21 The purchaser must pay the deposit to the *depositholder* as stakeholder
- 22 Normally, the purchaser must pay the deposit on the signing of this contract, and this time is essential
- 23 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential
- 24 The purchaser can pay any of the deposit by –
- 241 giving cash (up to \$2,000) to the *depositholder*
 - 242 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* or sending to the *depositholder* or
 - 243 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer
- 25 The vendor can terminate if –
- 251 any of the deposit is not paid on time
 - 252 a *cheque* or any of the deposit is not honoured on presentation
 - 253 a payment under clause 243 is not received in the *depositholder's* nominated account by 00 on the third *business day* after the time of payment
- This right to terminate is lost as soon as the deposit is paid in full
- 26 If the vendor accepts a *deposit-bond* for the deposit, clauses 21 to 25 do not apply
- 27 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 21 to 25 apply only to the balance
- 28 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
- 29 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 broker government taxes and financial institution charges and other charges

3 Deposit-bond

- 31 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it)
- 32 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the signing of this contract and this time is essential
- 33 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 3 days before the expiry date. The time for service is essential
- 34 The vendor must approve a replacement *deposit-bond* if –
- 341 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 342 it has an expiry date at least three months after its date of issue
- 35 If reach of clauses 32 or 33 entitles the vendor to terminate –
- 351 the purchaser serves a replacement *deposit-bond* or
 - 352 the deposit is paid in full under clause 2
- 36 Clauses 33 and 34 can operate more than once

- 3001 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*
- 3008 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 10000
- 3009 The vendor must give the purchaser any original *deposit-bond* –
- 30091 on completion
- 30092 if this contract is *rescinded*
- 3010 If this contract is *terminated* by the vendor –
- 30101 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond* or
- 30102 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called upon) to the *depositholder* as stakeholder.
- 3011 If this contract is *terminated* by the purchaser –
- 30111 normally, the vendor must give the purchaser any original *deposit-bond* or
- 30112 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called upon) to the *depositholder* as stakeholder
- 4 Electronic transaction**
- 401 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4011 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4012 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 2103 does not apply to this provision,
- and in both cases clause 30 applies
- 402 If because of clause 4012, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4021 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
- 4022 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 140
- 403 The parties must conduct the *electronic transaction* –
- 4031 in accordance with the *participation rules* and the *ECNL* and
- 4032 using the nominated *ELN*, unless the parties otherwise agree. This clause 4032 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*
- 404 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*
- 405 Normally, the vendor must within 5 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*
- 406 If the vendor has not created an *Electronic Workspace* in accordance with clause 405, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 407 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 405 or 406 –
- 4071 promptly join the *Electronic Workspace* after receipt of an invitation
- 4072 create and populate an *electronic transfer*
- 4073 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace* and
- 4074 populate the *Electronic Workspace* with a nominated *completion time*
- 408 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally or that transferee
- 409 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited
- 410 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
- 411 Before completion, the parties must ensure that –
- 4111 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*
- 4112 all certifications required by the *ECNL* are properly given and
- 4113 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion
- 412 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party

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

5 Requisitions

- 1.1 A form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 1.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 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
- 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
- 2.3 in any other case within a reasonable time.

6 Error or misdescription

- 1.1 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).
- 1.2 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.
- 1.3 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 –
- 1.1 the vendor can rescind in the case of claims that are not claims for delay –
- 1.1.1 the total amount claimed exceeds 1% of the price
- 1.1.2 the vendor serves notice of intention to rescind and
- 1.1.3 the purchaser does not serve notice waiving the claims within 14 days after that service and
- 1.2 if the vendor does not rescind, the parties must complete and if this contract is completed –
- 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
- 2.2 the amount held is to be invested in accordance with clause 2.3
- 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)
- 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
- 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
- 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

1. The vendor can rescind if –
- 1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*
- 1.2 the vendor serves a notice of intention to rescind that specifies the *requisition* and those grounds and
- 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 or 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 sue 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 repaid 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 resale and any attempted resale or
- 9:3:2 to recover damages or 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, garage, gas, oil, radio, sewerage, telephone, television or water service)
- 10:1:3 a claim being or not being a party claim in any sense of that term or the *property* being affected by an easement or support or not having the benefit of an easement or support
- 10:1:4 any change in the *property* due to fair wear and tear or deterioration
- 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 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 (or either of them, under clauses 14 or 20) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense.
- 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 businesslike way.
- 13.4.3 if the purchaser is not registered by the date of 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 to 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.
 - 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 to 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 provides 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 provides 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 13.8.1 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) on any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date of completion, serve evidence of submission of a *GSTRW payment* notification to the Australian Taxation Office by the purchaser or, in a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the parties must on completion adjust the reduced amount.
- 14.4 The parties must not adjust surcharge land tax (as defined in the Land Tax Act 1999) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable.
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land
 - the land was not subject to a special trust or owned by a non-concessional company and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The parties must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbillable days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for or started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies and
- 17.2.2 the contract discloses the provisions of the tenancy (or each of them, 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 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 take 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 2002
- 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 claiming 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 as 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 (a part to a direction under clause 4.8 or clause 30.4)
- 20.6.2 served if it is served by the party or the party's solicitor
- 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died
- 20.6.4 served if it is served in any manner provided in s10 of the Conveyancing Act 1919
- 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person
- 20.6.7 served at the earliest time it is served, if it is served more than once and
- 20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice of a thing an obligation essential, or a notice of rescission or termination
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay –
- 20.7.1 if the party does the thing personally the reasonable cost of getting someone else to do it or
- 20.7.2 if the party pays someone else to do the thing the amount paid, to the extent it is reasonable
- 20.8 Rights under clauses 4, 11, 13, 14, 19, 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 (or schedule, on pages 1-4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is agreed.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically, and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 2nd, 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 acknowledges that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This provision 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 co-op unit scheme (or on condition 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 to the bylaws set out in this contract
 - a change to a development or management contract or statement set out in this contract
 - a change in the boundaries of a 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 bylaw.
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2010 and s101 Co-op Unit Land Management Act 2021.
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2010 and an association interest notice under s20 Co-op Unit Land Management Act 2021.
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable to the administrative fund of an owners corporation for a scheme or the same fund.
- 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
 - covered by monies 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 insurance by it.
- 23.4 Clauses 14.4.2 and 14.5 apply not 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.

- 23.10 If a contribution is not a regular or periodic contribution and is not disclosed in this contract –
- 23.10.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments and
- 23.10.2 the purchaser is liable for all contributions determined after the contract date.
- 23.11 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 23.10.
- 23.12 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.12.1 an existing or future actual, contingent or expected expense of the owners corporation
- 23.12.2 a proportional unit entitlement of the lot or a relevant lot or other lot, apart from a claim under clause 23.11 or
- 23.12.3 a past or future change in the scheme or a higher scheme.
- 23.13 However, the purchaser can *rescind* if –
- 23.13.1 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
- 23.13.2 in the case of the lot or a relevant lot or other 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
- 23.13.3 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
- 23.13.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme or 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**

- 23.14 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.15 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.16 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.17 The vendor must serve at least 14 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.18 The purchaser does not have to complete earlier than 14 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.19 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.20 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**

- 23.21 If a general meeting of the owners corporation is convened before completion –
- 23.21.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it and
- 23.21.2 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 be required to 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 other money that has been applied for any other purpose
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attorney notice) addressed to the tenant, to be held by the purchaser in escrow until completion
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy
 - a copy of any disclosure statement given under the Retail Leases Act 1994
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion

25 Qualified title, limited title and old system title

- 2001 This clause applies only if the land (or part of it) –
- 2001.1 is under qualified, limited or old system title or
- 2001.2 on completion is to be under one of those titles
- 2002 The vendor must serve a proper abstract of title within days after the contract date
- 2003 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
- 2004 On an abstract of title can be or include a list of documents, events and facts arranged (a part to a bill or codicil) in date order, if the list in respect of each document –
- 2004.1 shows its date, general nature, names of parties and any registration number and
- 2004.2 has attached a legible photocopy of it or of an official or registration copy of it
- 2005 On an abstract of title –
- 2005.1 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)
- 2005.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease
- 2005.3 normally, need not include a Crown grant and
- 2005.4 need not include anything evidenced by the Register kept under the Real Property Act 1900
- 2006 In the case of land under old system title –
- 2006.1 in this contract transfer means conveyance
- 2006.2 the purchaser does not have to serve the transfer until after the vendor has served a proper abstract of title and
- 2006.3 each vendor must give proper covenants for title as regards that vendor's interest
- 2007 In the case of land under limited title but not under qualified title –
- 2007.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (or estate, by including a metes and bounds description or a plan of the land)
- 2007.2 clause 2007.1 does not apply to a document which is the good root of title and
- 2007.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in register or or not)
- 2008 On completion the vendor must give the purchaser any document of title that relates only to the property
- 2009 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
- 2010 The vendor must give a proper covenant to produce where relevant
- 2011 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
- 2012 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy to the Land Registry of the registration copy of that document

26 Crown purchase money

- 2001 This clause applies only if purchase money is payable to the Crown, whether or not due or payable
- 2002 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it
- 2003 To the extent the vendor is liable for it, the vendor is liable for any interest until completion
- 2004 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14

27 Consent to transfer

- 2001 This clause applies only if the land (or part of it) cannot be transferred without consent under legislation or a planning agreement
- 2002 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 days after the contract date
- 2003 The vendor must apply for consent within days after service of the purchaser's part
- 2004 If consent is refused, either party can rescind
- 2005 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind within days after receipt by or service upon the party of written notice of the conditions
- 2006 If consent is not given or refused –
- 20061 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can rescind or
- 20062 within 30 days after the application is made, either party can rescind
- 2007 Each period in clause 2006 expires 0 days if the land (or part of it) is –
- 20071 under a planning agreement or
- 20072 in the Western Division
- 2008 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 2006 expires the later of the time and 30 days after creation of a separate title for the lot
- 2009 The date for completion expires the later of the date for completion and 14 days after service of the notice granting consent to transfer

28 Unregistered plan

- 2801 This clause applies only if some of the land is described as a lot in an unregistered plan
- 2802 The vendor must do everything reasonable to have the plan registered within 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
- 2803 If the plan is not registered within that time and in that manner –
- 28031 the purchaser can rescind and
- 28032 the vendor can rescind, but only if the vendor has complied with clause 2802 and with any legislation governing the rescission
- 2804 Either party can serve notice of the registration of the plan and every relevant lot and plan number
- 2805 The date for completion expires the later of the date for completion and 21 days after service of the notice
- 2806 Clauses 2802 and 2803 apply to another plan that is to be registered before the plan is registered

29 Conditional contract

- 2001 This clause applies only if a provision says this contract or completion is conditional on an event
- 2002 If the time for the event to happen is not stated, the time is 42 days after the contract date
- 2003 If this contract says the provision is for the benefit of a party, then it benefits only that party
- 2004 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen
- 2005 A party can rescind under this clause only if the party has substantially complied with clause 2004
- 2006 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 days after either party serves notice of the condition
- 2007 If the parties can lawfully complete without the event happening –
- 20071 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 days after the end of that time
- 20072 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 days after either party serves notice of the refusal and
- 20073 the date for completion expires 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 of giving the provision
 - the end of the time for the event to happen

- 2008 If the parties cannot lawfully complete without the event happening –
- 20081 if the event does not happen within the time for it to happen, either party can rescind
- 20082 if the event involves an approval and an application for the approval is refused, either party can rescind
- 20083 the date for completion becomes the later of the date for completion and 21 days after either party serves notice of the event happening
- 2009 If party cannot rescind under clauses 2009 or 2008 after the event happens

30 Manual transaction

- 301 This clause applies if this transaction is to be conducted as a *manual transaction*
- **Transfer**
- 302 Normally, the purchaser must serve the transfer at least 14 days before the date for completion
- 303 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it
- 304 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally or that transferee
- 305 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited
- **Place for completion**
- 306 Normally, the parties must complete at the completion address, which is –
- 3061 if a special completion address is stated in this contract that address or
- 3062 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee could usually discharge the mortgage at a particular place that place or
- 3063 in any other case the vendor's solicitor's address stated in this contract
- 307 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
- 308 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee
- **Payments on completion**
- 309 On completion the purchaser must pay to the vendor the amounts referred to in clauses 1001 and 1002, by cash (up to \$2,000) or *settlement cheque*
- 3010 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 –
- 30101 the amount is to be treated as if it were paid and
- 30102 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)
- 3011 If the vendor requires more than 10 settlement cheques, the vendor must pay \$10 for each extra cheque
- 3012 If the purchaser must make a GSTRW payment the purchaser must –
- 30121 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation
- 30122 forward the settlement cheque to the payee immediately after completion and
- 30123 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation or submitted to the Australian Taxation Office.
- 3013 If the purchaser must pay an FRCGW remittance, the purchaser must –
- 30131 produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation
- 30132 forward the settlement cheque to the payee immediately after completion and
- 30133 serve evidence of receipt of payment of the FRCGW remittance
- 31 **Foreign Resident Capital Gains Withholding**
- 311 This clause applies only if –
- 3111 the sale is not an excluded transaction within the meaning of s14(2) of Schedule 1 to the TA Act and
- 3112 a clearance certificate in respect of every vendor is not attached to this contract
- 312 If the vendor serves any clearance certificate or variation, the purchaser does not have to complete earlier than 10 business days after that service and clause 213 does not apply to this provision
- 313 The purchaser must at least 2 business days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 48 or clause 304 has been given, by the transferee named in the transfer the subject of that direction
- 314 The vendor cannot refuse to complete if the purchaser complies with clause 313 and, as applicable, clauses 410 or 3013
- 315 If the vendor serves in respect of every vendor either a clearance certificate or a variation to 0.00 percent, clauses 313 and 314 do not apply

32 Residential off the plan contract

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

3 B CONSFIELD ST NEWPORT NSW 2107

THESE ARE FURTHER CLAUSES IN THE CONTRACT FOR SALE BETWEEN LOIS KATHLEEN GRINDROD AS VENDOR AND

AS PURCHASER

PROPERTY: 3/77 BEACONSFIELD STREET, NEWPORT NSW 2106

33. Amendments to printed form of Contract for the sale of Land – 2022 edition:

For every purpose of this Contract the terms of clauses 1 to 32 as printed on pages 1 to 21 inclusive of the form of Contract to which these clauses are annexed will be deemed to be annexed as follows:

33.1 Clause 1 delete from the definition of bank by removing the words “*a building society or a credit union*”.

33.2 Clause 2.9 is amended by adding the following words at the end “*The parties acknowledge and agree that the Vendor’s solicitor does not hold an interest bearing account and therefore if the Vendor’s solicitor is the deposit holder, the deposit is not to be invested*”.

33.3 Clause 5.1 – Delete and replace with the following “*if a form of requisitions is enclosed to this contract, this is the only form of requisitions the Purchaser can make*”.

33.4 Clause 7.1 – add the following after the word “*claims*” here first appearing in line 10 “*(irrespective of the amount of the claims)*”

33.5 Clause 7.1.1 is deleted

33.6 Clause 8 of this Contract is deleted and the following clause included instead

The Vendor can rescind if

8.1 the Vendor is unable or unwilling to comply with a requisition or claim and

8.2 the Vendor serves notice of intention to rescind which specifies the requisition or claim and

8.3 the Purchaser does not serve a notice waiving the requisition or claim within 14 days after that service

33.7 Clause 10.1.9 – delete the words “*the substance of*”

33.8 Clause 10 – add the following additional subclause

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 on page 4 or not

33.9 Clause 14.4.2 – deleted and the following words inserted instead “*by adjusting the amount actually paid by the Vendor without regard to any threshold and on a multiple holding basis*”

33.10 Clause 15 is deleted and the following clause included instead

15 In the event of completion not taking place within the time expressed herein then either party shall be entitled to issue a Notice to Complete to the other party requiring settlement no earlier than two (2) weeks after the date of the Notice and providing on the last day of the notice or settlement at a time between 12:00PM and 3:30PM and it is acknowledged by the parties that such Notice shall be sufficient to waive time of the essence of this Contract

33.11 Clause 16.4 is deleted and replaced with the following “*if the Vendor serves to the Purchaser a land tax certificate showing a charge on any of the land, by completion or on completion the Vendor must do all things necessary and pay all money required so that the charge is no longer effective against the land. If the charge is to be paid on completion, then the Vendor may add a payment direction to Revenue NSW sufficient to clear the charge against all of the land and the Purchaser shall make no queries or requisitions*”.

33.12 Clause 20.10 is amended by adding the following “*the Purchaser acknowledges and agrees for all purposes the contents of this Survey are both disclosed and clearly described for the purposes of clause 6 of this Contract and Schedule 3 of the Conveyancing (Sale of Land) Regulation 2022. The Purchaser will take title to the property subject to and cannot make a claim or requisition or rescind or terminate in respect of anything referred to or disclosed in the survey report which may be annexed herein.*”

34. Title

For the purposes of clause 30.3, the Purchaser acknowledges that a sufficient statement of the Vendor's title is disclosed in this Contract and no further information is needed by the Purchaser to prepare the form of Transfer to be served by the Purchaser.

35. Delayed Completion

If the Purchase Price is not paid by the Purchaser to the Vendor upon the date of completion specified in this Contract or such later date when the Vendor is in a position to complete and provided such delay is not due to the default of the Vendor, then (in addition to all other remedies available to the Vendor) as an essential clause of this Contract the Purchaser will pay

35.1 interest on the balance Purchase Monies payable hereunder calculated at the rate of ten per centum (10%) per annum compounded from the later of the said specified completion date or date upon which the Vendor is in a position to complete until the date of payment to the Vendor, both dates inclusive.

35.2 notwithstanding the clauses relating to the investment of the deposit all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone and

35.3 any such interest referred to in clause 30.1 above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement and collection of payment and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.

36. No Representations

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract provided further there shall be any additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the Party (or their Solicitor) to be bound thereby.

37. Dealings and charges

37.1 If at the time of completion there is lodged for registration but not yet registered or there is noted on any certificate of title in respect of the Property or any part thereof any mortgage, writ or caveat, the Purchaser will also be required by the Vendor accept a discharge or withdrawal of the dealing so far as the same relates to the Property provided that such discharge or withdrawal is duly executed and in registerable form and the registration fees payable are allowed by the Vendor to the Purchaser.

37.2 The Vendor will not be obliged to remove any charge on the Property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the Property for any rate, tax or outgoing.

38. Agent

The Purchaser warrants he has not been introduced to the Vendor or to the Property by any agent or other person entitled to claim remuneration or commission other than the agent (if any) noted as "Vendor's Agent" in this Contract. The Purchaser hereby indemnifies the Vendor against all claims, actions, suits, demands, costs and expenses in connection with a breach of this warranty and indemnity. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

39. Conveyancing Act and Regulations

Subject to the provisions of this Contract, Section 2(2)(c) of the Conveyancing Act, 1919 and the Regulations under that Act and to the Conveyancing (Sale of Land) Regulation 2022, the Purchaser acknowledges and agrees that

- 39.1** the Purchaser buys the Property together with the improvements thereto and any items included in the sale relying upon the Purchaser's own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and the Purchaser shall not call upon the Vendor to carry out any repairs or do whatsoever in relation to the Property, improvements and/or inclusions.
- 39.2** any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the Property or as to any purpose for which any building which is or may be erected on the Property can be used are expressly negated and
- 39.3** The Purchaser cannot make a claim or requisition or rescind or terminate in respect of or by reason of any of the following matters:
- (a) the presence of any sewer pipe or vent on the Property;
 - (b) any rainwater downpipe being connected to the sewer;
 - (c) any latent or patent defect in the Property;
 - (d) any dangerous or hazardous materials including asbestos, chemicals, hazardous substances, pollutants, contamination or other environmental hazards in or upon the Property;
 - (e) the neighbourhood in which the Property is located;
 - (f) the suitability of the Property for any use;
 - (g) any rights and privileges relating to the Property;
 - (h) any matter which has or may have an effect on the Property;
 - (i) the nature, location, availability or non-availability of any service;
 - (j) the Property being subject to any service or mains, pipes or connections for any service;
 - (k) the Property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
 - (l) any defects in any service;
 - (m) any underground or surface storm water drain passing through or over the Property;
 - (n) any heritage matters relating to the Property.

40. Inclusions in the sale

- 40.1** Included in the sale and the price are the Inclusions subject to fair wear and tear referred to in "Inclusions" listed on the front page of this Contract.
- 40.2** The Vendor does not make any representation or warranty about the state or repair or condition of the items included in the sale and the Purchaser accepts the same in their state or repair and condition at the Contract date.
- 40.3** Despite any other provision of this Contract or rule of law to the contrary, the Purchaser is not entitled to make any objection, requisition, question or claim for compensation or rescind or delay completion of this Contract because any Inclusions are damaged by any cause or destroyed, stolen, broken or lost prior to completion (except damage or destruction wilfully caused by the Vendor).

41. Purchaser Delay

If completion does not occur on or before the completion date as a result of any breach or default of the Purchaser, the Vendor, ready, willing and able to complete on the completion date or at a later date, is entitled to recover from the Purchaser in addition to all and any rights and claims, as liquidated damages payable on completion the sum of Four Hundred Dollars (\$400,000) plus GST to cover legal costs incurred as a consequence of a Notice to Complete being served upon the Purchaser, and this sum is agreed as a pre-estimate of those legal expenses, and same is agreed to be allowed upon completion by the Purchaser and this clause is acknowledged by the Purchaser as an essential term of this agreement.

42. FIRB

The Purchaser warrants to the Vendor that

- (a) if the Purchaser is a natural person it is ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser and
- (b) whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 ("Act") and is not examinable by the Foreign Investment Review Board ("FIRB").

If the Purchaser breaches this warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause shall not merge on completion.

43. Capacity

43.1 If the Purchaser or any one or more of them prior to completion dies or becomes mentally ill, the Vendor may rescind this contract by service of notice, whereupon the provisions of clause 1 shall apply.

43.2 If the Purchaser, being a corporation

- (a) goes into liquidation or provisional liquidation or
- (b) has a receiver or receiver and manager appointed to it or any of its assets or
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or
- (d) stops payment or is unable to pay its debts within the meaning of the Corporations Law or
- (e) if any order is made or a resolution is effectively passed for the winding up of the Purchaser,

then it is in breach of an essential obligation of this contract, and the Vendor may terminate this contract by service of notice, in which event the provisions of clause 1 shall prevail.

43.3 If the Purchaser is a natural person, the Purchaser warrants to the Vendor that

- (a) he or she is not an undischarged bankrupt
- (b) he or she has not entered into a deed of arrangement or called a meeting of creditors under part 5 of the Bankruptcy Act 1996 and
- (c) he or she has not committed an act of bankruptcy

44. Severability

Each clause and subclause of the conditions of this Contract will be severable from each other clause and subclause and the circumstance that for any reason any clause or subclause is invalid or unenforceable will not prejudice or in any way affect the validity or enforceability of any other clause or subclause

45. Building Certificate

45.1 Despite anything contained in this contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the Property nor to make an application for or do anything towards obtaining a Building Certificate under the Environmental Planning and Assessment Act 1979 Section 22 (“the Building Certificate”).

45.2 If the Purchaser desires to obtain a Building Certificate, the Purchaser will apply for it at the Purchaser’s own expense. If the relevant local council refuses or fails to issue the Building Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the Vendor’s title to the property and the Purchaser must take title notwithstanding such refusal or failure or facts

46. Guarantee

46.1 If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then in consideration of the Vendor agreeing to enter into this Contract each person who signs this Contract on behalf of that corporation

- (a) will be personally liable for the due performance of the Purchaser’s obligations under this Contract to the same extent as if that person was the Purchaser under this Contract and
- (b) will procure the execution by at least 2 directors or shareholders (being persons over the age of 18 years) of the corporation of this Contract and any of the Vendor and its solicitors and the selling agent named in this Contract are each separately authorised to execute this Contract by inserting the name of each such person in Clause 4.2 of this Contract

46.2 In this Contract

- (a) **“guarantor”** means □
and □
□
- (b) **“guaranteed money”** means all amounts that, whether by law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or which remain unpaid by the Purchaser to the Vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason or circumstance in connection with this contract or any transaction contemplated by it
- (c) **“guaranteed obligations”** means all the Purchaser’s express or implied obligations to the Vendor in connection with this contract or any transaction contemplated by it

- 46.3** In this contract, unless the contrary intention appears
- (a) a reference to guarantor is a reference to all persons named as guarantor jointly and each of them severally and
 - (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally
- 46.4** The guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into this contract. The guarantor acknowledges valuable consideration received from the Vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.
- 46.5** The guarantor unconditionally and irrevocably guarantees to the Vendor payment of the guaranteed money and the due and punctual performance by the purchaser of the guaranteed obligations.
- 46.6** If the purchaser does not pay the guaranteed money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the guaranteed money to the Vendor on demand from the Vendor (whether or not demand has been made on the purchaser) or demand and pay be made at any time and from time to time.
- 46.7** If the purchaser does not duly and punctually perform the guaranteed obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the guaranteed obligations on demand from the Vendor (whether or not demand has been made on the purchaser) or demand and pay be made at any time and from time to time.
- 46.8** As a separate undertaking, the guarantor indemnifies the Vendor against all liability or loss arising from and any costs, charges or expenses incurred in connection with
- (a) the guaranteed money not being recoverable from the guarantor or from the purchaser and
 - (b) the guaranteed obligations not being duly and punctually performed because of any circumstance whatsoever.
- 46.9** This guarantee and indemnity is a continuing security and extends to all of the guaranteed money and other money payable under this guarantee and indemnity and to all the guaranteed obligations. The guarantor waives any right, power, remedy or security claim from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- 46.10** The liabilities of the guarantor under this guarantee and indemnity are as a guarantor, indemnifier and principal debtor and those liabilities and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following
- (a) the Vendor or another person granting time or other indulgence to, compromising or compromising with or releasing the purchaser or
 - (b) the acquiescence, delay acts, omissions or mistakes on the part of the Vendor or
 - (c) any variation or novation of a right of the Vendor, or alteration of this contract or document, in respect of the purchaser.
- 46.11** As long as the guaranteed money or other money payable under this guarantee and indemnity remains unpaid or the guaranteed obligations or any of them remain unperformed, the guarantor may not, without the consent of the Vendor
- (a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property or

(b) Prove in competition with the Vendor if a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due

46.12 The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement

46.13 The obligations of the guarantor under this clause are essential and will continue after completion

46.14 It is an essential term of this contract for the benefit of the Vendor that the guarantor signs this contract and if the guarantor does not sign this contract the Vendor may treat same as breach of an essential provision of this contract by the Purchaser

47. Enclosed documents

47.1 The Purchaser acknowledges that copies of the following documents are annexed hereto

- (a) Co Outer Folio Identifier 3S384
- (b) Co Outer Folio Identifier C384
- (c) Strata Plan 384
- (d) Bylaws set out in Schedule 2 Strata Schemes Management Regulation 201
- (e) Dealing G28
- (f) Deposited Plan 386013;
- (g) Dealing H4214
- (h) Deposited Plan 2 and Section 88B Instrument
- (i) Deposited Plan 116169;
- (j) Dealing K4
- (k) Dealing L422
- (l) Dealing R23484
- (m) Deposited Plan 42311 and Section 88B Instrument
- (n) Section 10(2) of Planning Certificate issued by Northern Beaches Council dated 8 July 2024
- (o) Sewer Service Diagram
- (p) Service Location Diagram
- (q) Requisitions on Title

47.2 The Vendor does not warrant the accuracy or completeness of any of the copy documents annexed or exhibited to this Contract and no requisition or claim shall be raised by the Purchaser in respect to any matters referred to therein or arising therefrom

48. GST

48.1 In this clause

“GST” refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (“GST Act”) and the terms used have the meanings as defined in the GST Act

- 48.2** The consideration payable by the Purchaser to the Vendor under this Contract does not include any GST
- 48.3** The Purchaser agrees, on and after completion of this sale, to use the Property predominantly for residential accommodation
- 48.4** In the event of the Vendor being liable for GST, because of the Purchaser's failure to comply with clause 48.3
- (a)** the Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment to the Commissioner, the amount of the GST, including any additional penalty and interest and any costs incurred by the Vendor in relation to the liability for GST
- (b)** the Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations
- 48.5** This clause shall enure for the benefit of the Vendor notwithstanding completion of this Contract and will not be subject to variation hereon
- 48.6** The Property has been occupied as a residence and it is residential premises under the GST Act

49. Miscellaneous

- 49.1** Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 2, Part 1 of the Conveyancing (Sale of Land) Regulation 2022, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission
- 49.2** Each party to this Contract authorises his, her or their solicitor or licensed conveyancer or any employee of that solicitor or licensed conveyancer up until the date of this Contract to make alterations to this Contract including the addition or annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed

50. Finance

The Purchaser warrants that they do not require finance to purchase this Property or they have already obtained approval for finance or has satisfied themselves as to their ability to do so. The Purchaser further acknowledges that as a consequence of making this disclosure the Purchaser cannot terminate this Contract pursuant to the *Consumer Credit (NSW) Act 1995*

51. Release of Deposit

The Purchaser hereby consents to the release forthwith on the date hereon to the Vendor of the deposit paid hereunder without any further authority or direction required of the Vendor, the Vendor's Agent, or the Vendor's Solicitors.

52. Requisitions

The Purchaser agrees that the only form of requisitions on title the Purchaser may make under clause 1 is to be in the form of the requisitions on title annexed hereto

53. Deposit

- 53.1** The deposit is agreed to be 10% of the purchase price notwithstanding any lesser figure or percentage of the purchase price shown as deposit on the front page of this Contract. If the Vendor shall permit the Purchaser to pay the 10% deposit in instalments then the Purchaser agrees to pay same as follows

- (a) □□ of the purchase price as at the date of this Contract and
- (b) □□ on the completion date stipulated in this Contract or upon completion of this Contract whichever shall first occur and which date is hereinafter the "the balance deposit due date".

53.2 The Vendor shall not be obliged to complete the sale of the property unless the amount of unpaid deposit is paid

53.3 Any interest earned on the investment of any instalment of the deposit shall be paid to the Vendor

53.4 In the event that the purchaser shall fail to pay the amount of deposit referred to in subclause (a) by the balance deposit due date, then the purchaser agrees that the amount of unpaid deposit shall be a liquidated debt due by the purchaser to the Vendor and that the Vendor shall be able to recover the amount of balance unpaid deposit in any Court of competent jurisdiction together with

- (i) The Vendor's legal costs and disbursements on an indemnity basis; plus
- (ii) Interest at 10% calculated on the amount of unpaid deposit from the balance deposit due date until the date that the balance deposit is paid by the purchaser to the Vendor

54. State of Survey

Notwithstanding any other provision contained in this Contract, the purchaser hereby acknowledges and agrees it has satisfied itself prior to the date hereof all and any matters or a survey nature affecting the property sold and will not raise any objection, requisition or claim for compensation in respect to any encroachment by or upon the property sold nor to any breach of the Environmental Planning and Assessment Act 1979 (NSW) or any other Act relating to the property hereby sold including relating to any improvements erected thereon and will complete this Contract subject to all and any survey matters of any kind

55. Sewer Service Diagram and Service Location Print

The purchaser acknowledges that at the date of this Contract attached to this Contract is the sewer service diagram and service location print available from Sydney Water. The purchaser shall make its own enquiries and will make no objection, requisition or claim in respect of the same

56. Work Orders

Notwithstanding any other term or condition in this agreement the purchaser will not require the Vendor to comply with any work order whether made before or after the Contract date and the purchaser covenants and agrees to carry out all and any necessary works required under any such work order and to indemnify as and from completion the Vendor in respect thereto or matters arising therefrom

***Work Order** for the purposes of this clause means a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property sold or arising from the occupation as owner of the property or any adjoining footpath or road and in the event of this Contract being rescinded or terminated the Vendor will not have to pay the expense of compliance to the Purchaser.*

57. Strata

57.1 Notwithstanding any other clause in this Contract the purchaser covenants and warrants that the purchaser has inspected the Strata Records and/or obtained and seen a Strata Search of the records of the Owners Corporation and notwithstanding any other clause or conditions in this Contract the purchaser shall raise no objection requisition or claim for compensation in respect to any matter or anything contained

or referred to in the Strata Records and/or such Report or any other matter arising therefrom. The parties hereby acknowledge and agree that the benefits under this clause shall not merge on completion.

57.2 Notwithstanding any other clause, the Purchaser hereby agrees that in the event that there are any special expenses (whether actual, contingent or expected expenses) or special levies struck prior to or after exchange, then these special expenses or special levies shall be treated as an adjustable outgoing betweeen the parties such that the Vendor will only be responsible in respect to the actual amounts payable up to and including completion and the Purchaser will be liable for any unpaid proportion thereto. The Purchaser will not raise any objection or claim for compensation in respect to any matter or thing in this clause or arising therefrom.

57.3 The Purchaser acknowledges that Owners Corporation S3338 is self-managed and that the strata by-laws have not been consolidated. The Purchaser will not raise any objection, requisition or claim for compensation in respect to any matter in this clause or if the Vendor or Owners Corporation S3338 has not complied with the Strata Schemes Management Act 2015 (NSW) or any other legislation or regulation in respect to the strata scheme or management of the strata scheme in any way whatsoever.

58. Electronic Transaction

58.1 For the purposes of section 8 of the Electronic Transactions Act 2000 (NSW) (ETA Act), the parties consent to information being given by electronic communication.

58.2 The requirements of Section 4(1)(a) of the ETA Act will be met with respect to signing of this Contract for exchange if a party's solicitor forwards by facsimile transmission or email to the other party's solicitor a copy of the contract electronically signed by the party (such as via DocuSign, InoTrac, SignIT or similar software).

58.3 For the purposes of Section 4(1) of the ETA Act each party consents to the signed counterparts being provided for exchange by the method described in this clause 8.

59. Purchaser as Trustee

If the Purchaser is entering this contract in the capacity of trustee, the Purchaser warrants that

- (a) as trustee, it has power under the trust
 - (i) to enter into and execute this Contract
 - (ii) to perform all the obligations in the manner and to the extent contemplated by this Contract and
 - (iii) to do all things required by this Contract
- (b) there are no restrictions or conditions upon such activity by the trustee
- (c) it is not in default under the trust and
- (d) there is no material or substantial fact or circumstance relating to the assets, matters or affairs of the trust which might, if disclosed, be reasonably expected to affect the decision of the vendor to enter this Contract

ANNEXURE TO CONTRACT FOR SALE OF LAND
BETWEEN LOIS KATHLEEN GRINDROD AS VENDOR AND

AS PURCHASER

OF PROPERTY SITUATED AT 3/77 BEACONSFIELD STREET, NEWPORT NSW 2106
RELATING TO EXECUTION BY THE GUARANTORS OF THE CONTRACT

EXECUTED on behalf of)
()
by the authorised persons whose)
signatures appear below pursuant to)
section 120 of the Corporations Act 2001)

.....
Signature

.....
Signature

.....
Name (please print)

.....
Name (please print)

.....
Position held

.....
Position held

SIGNED by the Guarantor)
)
In the presence of)

.....
Witness

.....
Guarantor

.....
Name (please print)

.....
Name (please print)

SIGNED by the Guarantor)
)
In the presence of)

.....
Witness

.....
Guarantor

.....
Name (please print)

.....
Name (please print)



FOLIO: 3/SP3784

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 8/7/2024 | 12:26 PM | 1 | 30/6/2017 |

LAND

LOT 3 IN STRATA PLAN 3784
AT NEWPORT
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

LOIS KATHLEEN GRINDROD (ND AM522983)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP3784

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP3784

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 8/7/2024 | 12:26 PM | 2 | 27/9/2007 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 3784 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NEWPORT
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 1 SP3784

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 3784
ADDRESS FOR SERVICE OF DOCUMENTS:
77 BEACONSFIELD STREET
NEWPORT 2106

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 2 STRATA SCHEMES MANAGEMENT REGULATION 2016
- 3 G29978 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 H642914 COVENANT
- 5 DP526967 RIGHT OF CARRIAGEWAY AFFECTING THE SITES SHOWN AS (C), (D) AND (G) IN THE TITLE DIAGRAM (SEE K969554)
- 6 DP526967 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED (SEE K969554)
- 7 L422675 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE SITE SHOWN AS (F) IN THE TITLE DIAGRAM
- 8 R273484 CHANGE OF BY-LAWS
- 9 DP642311 RIGHT OF CARRIAGEWAY AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 10 ATTENTION IS DIRECTED TO CLAUSE 3 SCHEDULE 4 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 REGARDING BOUNDARIES BETWEEN LOTS AND COMMON PROPERTY IN STRATA SCHEMES REGISTERED BEFORE 1-7-1974

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP3784

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 3)

STRATA PLAN 3784

| LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-----|-----|-----|-----|-----|
| 1 | - 1 | 2 | - 1 | 3 | - 1 |

NOTATIONS

AD650339 NOTE: CERTIFICATE OF TITLE EDITION 2 ISSUED IN ERROR WAS RETURNED AND DESTROYED , CURRENT EDITION IS EDITION 1 AND SHOULD BE LODGED WITH THE NEXT DEALING.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

240281

PRINTED ON 8/7/2024

* 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.

Form 1

- (a) State if whole or part.
- (b) Refer to number of Lot, Allotment, or Portion and to the Deposited Plan, Town, or as the case may be.

Parcel comprises (a) *Whole* of (b) *Lot 2 in Deposited Plan No. 526967*

STRATA PLAN 3784 (E)

Reference to Title Vol. *10769* Fol. *86*

Mun./Shire/City *Warringah*

Registered:  *6.3.69.*

Locality *Newport*

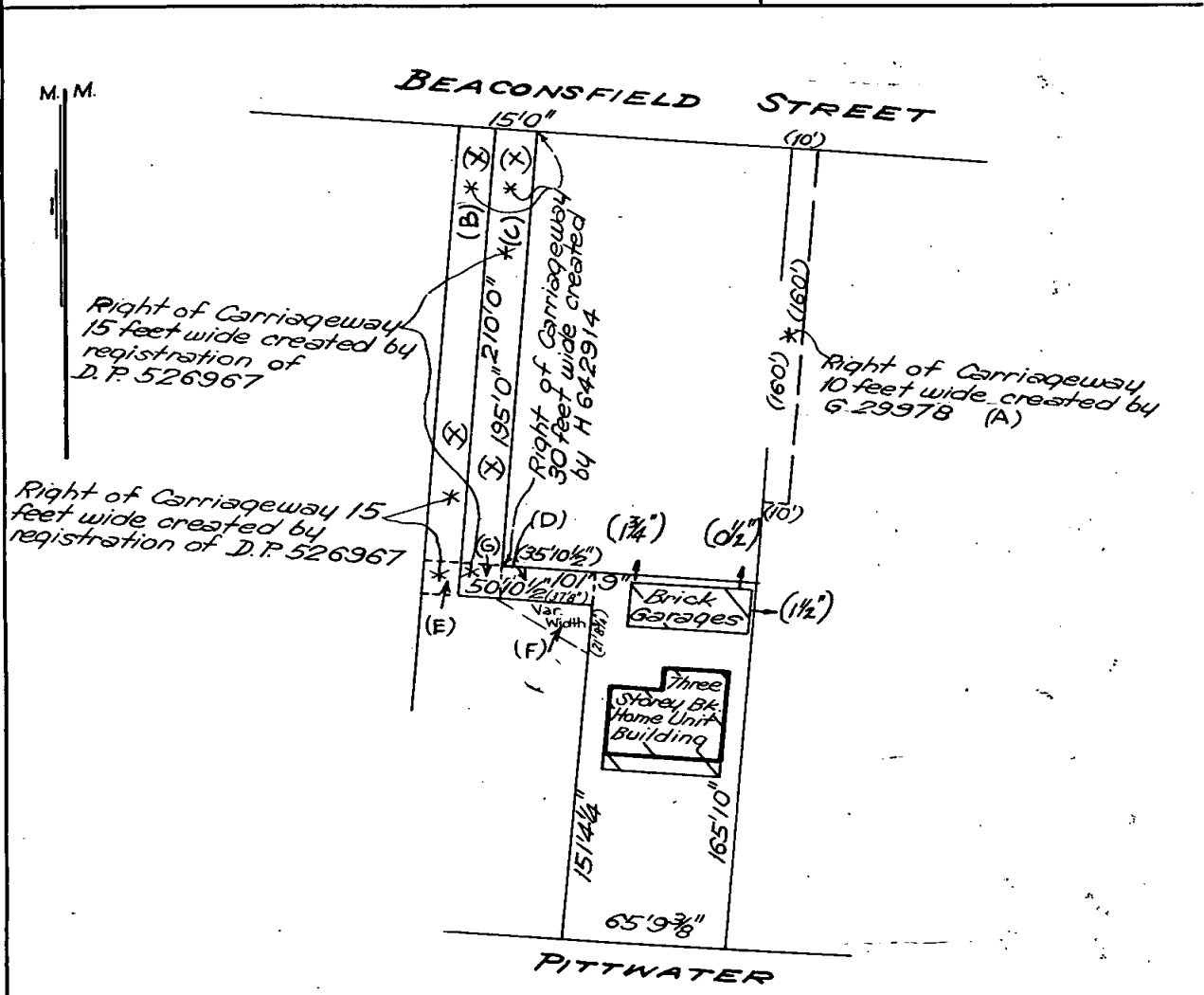
C.A.: *Nº331/69* of *9.1.1969*

Parish *Narrabeen* County *Cumberland*

Ref Map: *Warringah Sh. 4**

Scale *60 feet to an inch*

Last Plan: *D.P. 526967*



External surface boundaries of the parcel and location of the building in relation thereto to be delineated in space opposite.

(c) Additional lots should be shown in an annexure.

(d) Delete if inappropriate.

| Schedule of Unit Entitlement(c) | | OFFICE USE ONLY | |
|---------------------------------|------------------|-----------------|------------|
| Lot No. | Unit Entitlement | Vol. | Fol. |
| <i>1</i> | <i>1</i> | <i>11024</i> | <i>109</i> |
| <i>2</i> | <i>1</i> | <i>11024</i> | <i>110</i> |
| <i>3</i> | <i>1</i> | <i>11024</i> | <i>111</i> |
| AGGREGATE | | <i>3</i> | |

I, *John Joseph Vollmer* of *A. C. Gilbert & Co.* 132a Pacific Hwy, Roseville a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that:

(1) the building erected on the parcel described above is within the external boundaries of the parcel(d) subject to clause (2) of this certificate;

(d)(2) ~~ceases or guttering of the building project beyond such external boundaries and an appropriate easement has been granted as an appurtenance of the parcel by registered Transfer No.~~

Dated *5th. December, 1968.*

Signature *John Vollmer*

Approved by the Council for the purposes of the Conveyancing (Strata Titles) Act, 1961.

Date *9.1.69.*

Subdivision No. *331/69.*


Council Clerk

The address for service of notices on the body corporate is:— } *No 77 Beaconsfield Street, Newport.*

STRATA PLAN No. 3784

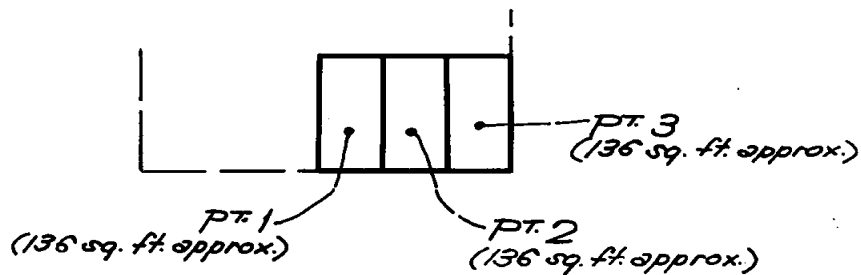
M. M.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

STRATA PLAN 3784 SP 3784

| FEET INCHES | METRES |
|-------------|--------|
| - 0 1/2 | 0.015 |
| - 1 1/2 | 0.04 |
| - 1 3/4 | 0.045 |
| 8 - | 2.44 |
| 10 - | 3.05 |
| 15 - | 4.57 |
| 21 8 3/4 | 6.625 |
| 30 - | 9.145 |
| 35 10 1/2 | 10.935 |
| 37 8 | 11.48 |
| 50 10 1/2 | 15.505 |
| 65 9 3/8 | 20.05 |
| 101 9 | 31.015 |
| 151 4 1/4 | 46.135 |
| 160 - | 48.77 |
| 165 10 | 50.55 |
| 195 - | 59.44 |
| 210 - | 64.01 |

| SQ FT | SQ M |
|-------|-------|
| 136 | 12.6 |
| 230.5 | 21.4 |
| 335 | 31.1 |
| 1831 | 170.1 |
| 1834 | 170.4 |
| 2302 | 213.9 |
| 2305 | 214.1 |



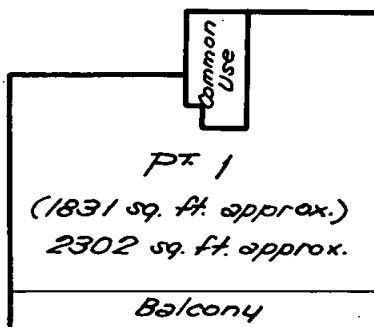
LOWER GROUND FLOOR

[Signature]
 Council Clerk.

STRATA PLAN No. 3784

M. M.

| PT. 1 | PT. 2 | PT. 3 |
|-----------------------------|-----------------------------|-----------------------------|
| (335 sq. ft. approx.) | (335 sq. ft. approx.) | (335 sq. ft. approx.) |



GROUND FLOOR

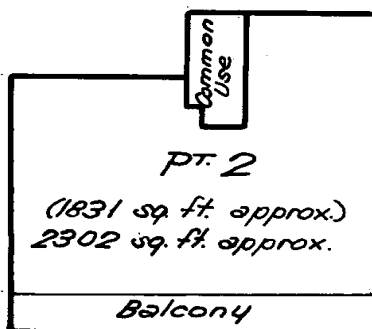
NOTE:

*The Stratum of balcony is limited to a height of 8'0" above floor level.
Balcony included in stated area.*

.....
Council Clerk.

STRATA PLAN No. 3784

M.I.M.



FIRST FLOOR

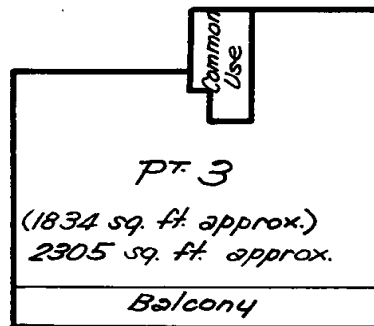
NOTE:

The Stratum of balcony is limited to a height of 8'0" above floor level.
Balcony included in stated area.


Council Clerk.

STRATA PLAN No. 3784

M. M.



SECOND FLOOR

NOTE:

*The Stratum of balcony is limited to a height of 8'0" above floor level.
Balcony included in stated area.*


Council Clerk.



Strata Schemes Management Regulation 2016

Current version for 21 June 2024 to date (accessed 19 July 2024 at 14:44)

Schedule 2

Schedule 2 By-laws for pre-1996 strata schemes

(Clause 35)

1 Noise

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

Note—

This by-law was previously by-law 12 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 13 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

2 Vehicles

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

Note—

This by-law was previously by-law 13 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 14 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

3 Obstruction of common property

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

Note—

This by-law was previously by-law 14 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 15 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not—

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

Note—

This by-law was previously by-law 15 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 16 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

5 Damage to common property

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

Note—

This by-law is subject to sections 109 and 110 of the [Strata Schemes Management Act 2015](#).

- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing—
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.

- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the [Strata Schemes Management Act 2015](#), the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot.

Note—

This by-law was previously by-law 16 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 17 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

6 Behaviour of owners and occupiers

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

Note—

This by-law was previously by-law 17 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 18 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

7 Children playing on common property in building

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

Note—

This by-law was previously by-law 18 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 19 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

8 Behaviour of invitees

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

Note—

This by-law was previously by-law 19 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 20 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

9 Depositing rubbish and other material on common property

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

Note—

This by-law was previously by-law 20 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 21 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

10 Drying of laundry items

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

Note—

This by-law was previously by-law 21 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 22 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

11 Cleaning windows and doors

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

Note—

This by-law was previously by-law 22 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 23 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Note—

This by-law was previously by-law 23 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 24 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

13 Moving furniture and other objects on or through common property

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

Note—

This by-law was previously by-law 24 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 25 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

Note—

This by-law was previously by-law 25 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 26 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

15 Garbage disposal

An owner or occupier of a lot—

- (a) must maintain within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- (b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- (c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- (d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a), and
- (e) must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- (f) must promptly remove any thing which the owner, occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Note—

This by-law was previously by-law 26 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 27 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

16 Keeping of animals

- (1) Subject to section 157 of the [Strata Schemes Management Act 2015](#), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Note—

This by-law was previously by-law 27 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 28 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

17 Appearance of lot

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

Note—

This by-law was previously by-law 29 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 30 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

18 Notice board

An owners corporation must cause a notice board to be affixed to some part of the common property.

Note—

This by-law was previously by-law 3 in Schedule 1 to the [Strata Schemes \(Freehold Development\) Act 1973](#) and by-law 3 in Schedule 3 to the [Strata Schemes \(Leasehold Development\) Act 1986](#).

19 Change in use of lot to be notified

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



R.P. 13. No. **G 29978** 12
New South Wales



FEEs:—
Lodgment
Endorsement
Certificate
s. d.
10/11/23

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1908.)

with consent of mortgages

(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 ink on back of paper.

£35

If less than thirty days in the instrument, the date of the required alteration.

Full postal address of transferee must be shown.

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

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

If only of the land comprised in a Certificate of Title is to be transferred add "and being of sec. D.P. and being the land shown in the plan annexed hereto," or being the residue of the land in certificates (or grants) registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

State but if unnecessary, covenants should comply with section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth the right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

A very short note will suffice.

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

As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

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

I, **THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED** a Company duly incorporated under the Companies Act of New South Wales and having its registered Office at No. 2 Jetty, Circular Quay, Sydney (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 **THREE THOUSAND AND FIVE HUNDRED POUNDS** (£ 3,500) (the receipt whereof is hereby acknowledged) paid to it by

BUCHANAN PROPERTIES PTY. LIMITED a Company duly incorporated under the Companies Act of New South Wales and having its registered Office at 133 Pitt Street, Sydney, (herein called transferee)

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

| County. | Parish. | Reference to Title (d) | | | Description of Land (if part only). (e) |
|------------|-----------|------------------------|------|--------|--|
| | | Whole or Part. | Vol. | Folio. | |
| CUMBERLAND | NARRABEEN | PART | 4421 | 249 | Lot 3 Section E shown on Certificate of Title |
| CUMBERLAND | NARRABEEN | PART | 6484 | 118 | Lots 6 and 7 Section E shown on Certificate of Title |
| CUMBERLAND | NARRABEEN | PART | 5196 | 152 | Lot A shown on Plan |

hereunto annexed and marked with the letter "A"

And the transferee covenants with the transferor

Reserving to the Transferor as appurtenant to Lots 3 and 4 shown on the said plan and herein indicated as the dominant tenement a right of carriage way over the land shown on the said plan as Right-of-Way 10 feet wide and to the effect contemplated by Section 181 (a) of the Conveyancing Act 1919-1932.

ENCUMBRANCES, &c., REFERRED TO:

Reservation of minerals contained in Crown Grant Volume 5195 Folio 152.

As witness the Common Seal of the Transferor

Signed at Sydney in my presence by the Transferor
THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED
known personally known to me
affixed by Order of the Board of Directors of the said Company in the presence of two of such Directors whose signatures are set opposite hereto and also in signed the presence of
[Signature] Secretary.

Accepted and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
[Signature] Director
Director(s)
PLAN FILED IN PLAN ROOM
AS FR 386013

The Common Seal of **BUCHANAN PROPERTIES PTY. LIMITED** was hereunto Signed in my presence by the transferee affixed by order of the Board in the presence of
[Signature] Secretary.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **G 29973**

LODGED BY

CONSENT OF MORTGAGEE
 (N.B.—Before execution read marginal note.)
 COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED

mortgagee under Mortgage No. F231931 and F444646
 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, and as against the Mortgagor and all sureties (if any) and the
 property comprised in any other security or document.

This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of 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 *Sydney* this *22* day of *January*
 Signed in my presence by *James Vernon Morgan Furza*
 who is personally known to me.

Signed for and on behalf of The Commercial Banking Company of Sydney Limited at Sydney on the *22* day of *January* 19*54*
 by its Attorney
James Vernon Morgan Furza
 and *Bruce Stoddart Newbery*
 its duly constituted Attorneys who are 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 *James Vernon Morgan Furza* they have
 of Attorney registered No. *33650* and *Bruce Stoddart Newbery* in the *General* Miscellaneous Register under the authority of which he has
 just executed the within transfer consent.

Signed at *Sydney* the *twenty-second* day of *January*, 19*54*.

Signed in the presence of—

James Vernon Morgan Furza
Bruce Stoddart Newbery

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

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

Appeared before me at *Sydney*, the *22* day of *January*, one thousand
nine hundred and the attesting witness to this instrument
 and declared that he personally knew *James Vernon Morgan Furza* the person
 signing the same, and whose signature thereto he has attested; and that the name purporting to be such
 signature of the said *James Vernon Morgan Furza* is *James Vernon Morgan Furza* own handwriting, and
 that *James Vernon Morgan Furza* 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 is signed or attested before one party.

| | | | |
|--|---------------------|---|--|
| LEAVE THESE SPACES FOR DEPARTMENTAL USE. | INDEXED | MEMORANDUM OF TRANSFER <i>Reserving Right of Way</i> | DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing. |
| | Checked by | Particulars entered in Register Book Volume <i>4421</i> Folio <i>249</i> <i>5196</i> <i>152</i> <i>6484</i> <i>118</i> | 1 Received Docs. 2 Nos. 3 4 5 6 7 Receiving Clerk. |
| | Passed in (D.F.) by | the <i>22nd</i> day of <i>March</i> 19 <i>54</i> at | |
| | Signed by | <i>James Vernon Morgan Furza</i> Registrar-General. | |

PROGRESS RECORD.

| | Initials | Date |
|-----------------------|----------------------------------|----------------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | <i>James Vernon Morgan Furza</i> | <i>22/1/54</i> |
| Draft examined | <i>Bruce Stoddart Newbery</i> | <i>22/3/54</i> |
| Diagram prepared | | |
| Diagram examined | | |
| Draft forwarded | | |
| Supl. of Engrossers | | |
| Cancellation Clerk | | |
| VOL. <i>6793</i> | Folio <i>201</i> | |

Consolidate *22/9/54*

EXECUTION OUTSIDE NEW SOUTH WALES.
 If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

G 30204 & follow

WARRINGAH SPIKE COUNCIL WARRINGAH

Certificate of New Road or Subdivision

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

Certificate No. 3247

COUNCIL CHAMBERS,
BROOKVALE,

APPLICANT

(Name) Hent & Curdie

(Address) 58 Pitt Street,
Sydney

4th Dec 1953

(Name) Hent & Curdie

(Address) 58 Pitt Street,
Sydney

OWNER

(Name) The Port Jackson & The Port Phillip

(Address) Marly P.O. Co. Marly P.O.

NEW ROAD (Particulars)

— Mill —

B

SUBDIVISION (Particulars)

of Lots 3/5 New & Beaconsfield
Street Newport - Reclaimed land
Lot 4 to be consolidated in title with Lot 5
and reclaimed land. Lot B to be consol-
idated in title with Lot 3 & 4.
The Right of Way 10ft wide thro' part of
Lot 5 to be appurtenant to Lot 3 & 4.

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described and more particularly set out in the accompanying plan bearing the Council's seal and marked "Plan approved by Council, Covered by Council Clerk's Certificate No. 3247 of 4-12-53"

[Signature]
Shire Clerk

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES: (3) £ s d (3)
 Lodgment 2 : 10 -
 Endorsement 2 : 10 -
 Certificate 1 : 10 -
 Stamp Duty 6 : -
 21.10.60



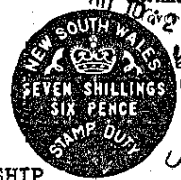
H 642914

1960 OCT 31

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED

(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.

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

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

(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 Seven thousand and five hundred pounds (£ 7,500) (the receipt whereof is hereby acknowledged) paid to us by

Juanita Lavonne Chechik

do hereby transfer to

a¹ JUANITA LAVONNE CHECHIK c/o Newport Hotel, Newport, Married Woman
 (herein called transferee) a²

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

| County. | Parish. | Reference to Title | | | Description of Land (if part only). (d) |
|---|-----------|--------------------|------|------|---|
| | | Whole or Part. | Vol. | Fol. | |
| Cumberland | Narrabeen | Whole | 6835 | 205 | being Lot B in plan lodged for registration as a miscellaneous plan of subdivision under dealing No. H488686. |
| | | Part | 6835 | 206 | |
| | | Part | 6835 | 207 | |
| Reserving unto the Transferor thereof right of carriage way as appurtenant to Lot A on the said Plan over that part of Lot B described in the said Plan as "Right of Way 30 ft. Wide in favour of Lot A". | | | | | |

and the Transferee covenants with the Transferor as follows: see Annexure "A"
 ENCUMBRANCES, &c., REFERRED TO:
 Nil

Signed at Sydney the 19th day of October 1960
 THE COMMON SEAL OF THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED
 Signed in my presence by the transferor and MANLY STEAMSHIP COMPANY LIMITED who is personally known to me was hereunto affixed by the authority of the Directors previously given and in the presence of:
 Signed

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act. J.L. Chechik Transferee by her Attorney duly constituted under Power of Attorney registered No. 3562
 H.A. Ducro Transferee(s).

Signed in my presence by the transferee SIGNED by her attorney HAROLD DUCRO WHO IS PERSONALLY KNOWN TO ME
 H.A. Ducro

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

a¹ 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.

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.

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 107 of the Real Property Act 1900-1958, Section 108 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1893-1954.

g Repeat attestation if necessary.

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

* 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.

No alterations should be made by erasure. The words rejected should be crossed 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.

H 642914

LODGED BY _____

No. _____ 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 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. 03562 Miscellaneous Register under the authority of which he has just executed the within transfer.

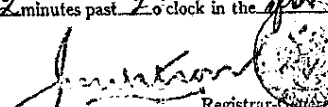
Signed at Sydney the 19th day of October 1960
 Signed in the presence of _____
 _____ Attorney.

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

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

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

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 Res. right of carriageway - subject to covenant. |
| Checked by JS MS | Particulars entered in Register Book, Volume 6835. Folio 205, 206 + 207 |
| Passed (in S.D.B.) by QS | the 13th day of April 1962 at 2 minutes past 2 o'clock in the afternoon. |
| Signed by |  Registrar-General. |

| | |
|--|---------------------|
| DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing. | |
| _____ | Received Docs. Nos. |
| _____ | _____ |
| _____ | Receiving Clerk. |

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

| | Initials. | Date. |
|-----------------------|-----------|------------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written ... | JS | 10-4-62 |
| Draft examined ... | MS | 16-5- |
| Diagram prepared ... | D.T. | 21/5/62 |
| Diagram examined ... | MS | 11/6/62 |
| Draft forwarded ... | MS | 12/6/62 |
| Supt. of Engravers | | |
| Cancellation | MS | 14-59 12-6 |

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates 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 engraving exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

K 1105 61427
 H642915 to follow

H 642914

This is the annexure marked "A" referred to in the memorandum of transfer made 19th October 1960 between THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED and J. L. CHECHIK

AND THE TRANSFEREE for herself her executors administrators and assigns covenants with the Transferor its successors and assigns:-

- (a) That during the ownership of Lot A in plan lodged for registration as a miscellaneous plan of subdivision under dealing number H488686 by the transferor its successors and assigns (other than purchasers on sale) no fence shall be erected on the land hereby transferred to divide it from the said Lot A without the consent of the transferor its successors or assigns but such consent shall not be withheld if such fence is erected without expense to the transferor its successors or assigns.
- (b) That no fence shall be erected on that part of the land hereby transferred as is shown on the said plan as "site of proposed right of carriageway" to divide it from Lot A in the said plan unless such fence is a park rail type.

AND for the purpose of Section 88 of the Conveyancing Act 1919-1943 it is agreed and declared as follows:-

- (i) the land to which the benefit of the above covenants is appurtenant is the said Lot A.
- (ii) the land which is subject to the burden of such covenants is the land hereby transferred.
- (iii) The person or persons by whom or with whose consent such covenants may be released modified or varied is the transferor.

THE COMMON SEAL of THE PORT JACKSON AND MANLY STEAMSHIP COMPANY LIMITED was hereunto affixed by the authority of the Directors previously given and in the presence of :

Attest
[Signature]

[Handwritten signature]
[Stamp]

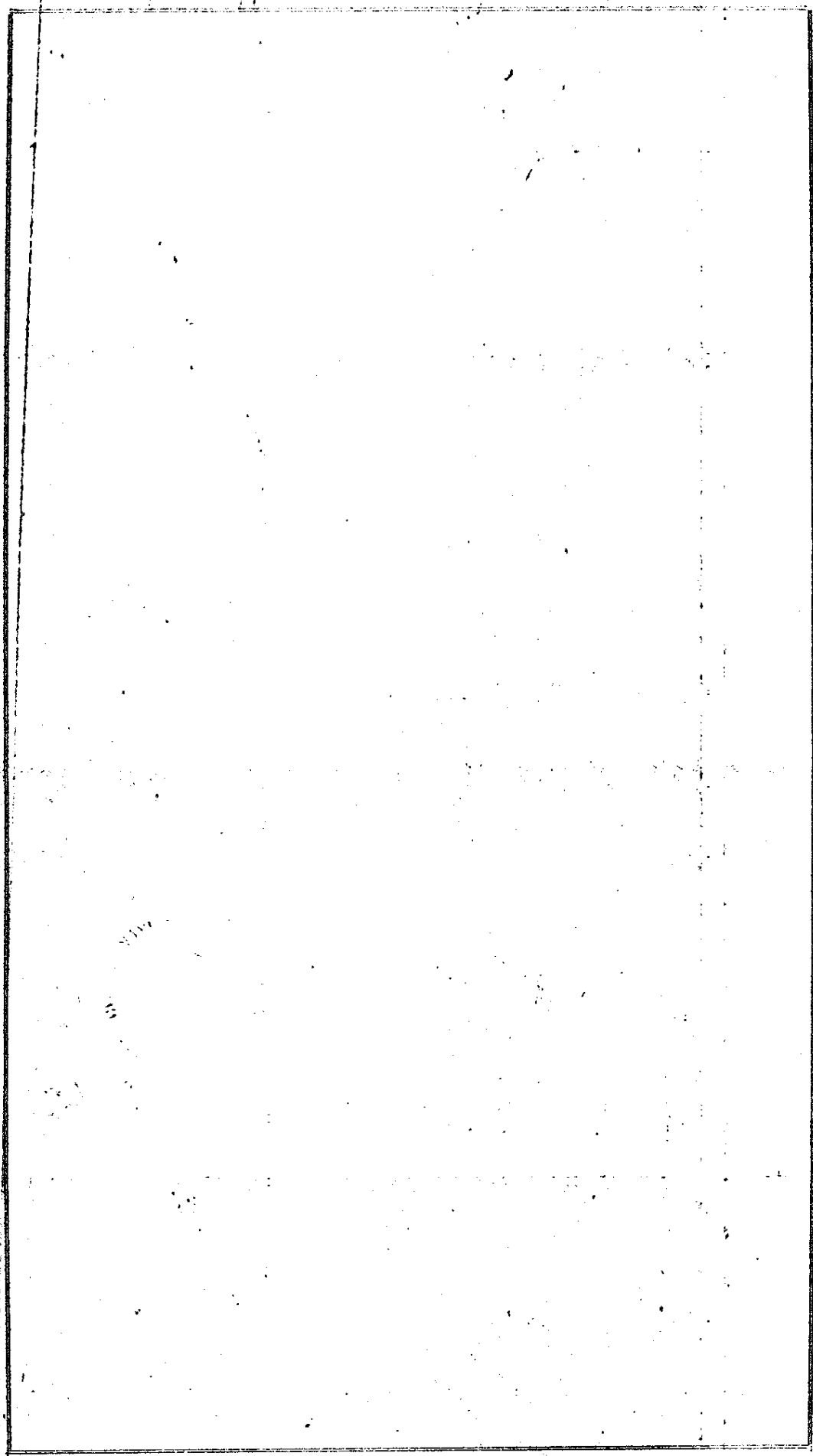
Signified in my presence by the transferee who is personally known to me

R. J. Palmer
Solicitor
Sydney

X *H. D. [Signature]*
Attorney for J. L. Chechik

+ Memorandum of Transfer (Form) 1/16/1960

H642914



K 969554

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 IN PLAN LODGED FOR REGISTRATION AS DEPOSITED PLAN NO.

PART 1

Plan: D.P. DP526967

Full name and address of proprietor of the land

Subdivision of Lot B (Mars) Plan of Subdivision (SP) Reg. No. 116169 being whole of land in Certificate of Title Volume 8369 Folio 59.
 K.B. NICHOLSON INVESTMENTS PTY. LIMITED
 7 Careebong Road, Frenchs Forest

1. Identity of easement of restriction firstly referred to in the above-mentioned plan

Schedule of lots, etc. affected
 Lots name of road or Authority benefited

1 Lot 1
 1 Lot 2

Lot 1
 Lot 2

Terms of easement or restriction firstly referred to in the above-mentioned plan

PART 2

Full and free right for every person who is at any time entitled to an interest in the land to pass over the land for the purpose of exercising a dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and re-pass at all times and subject as hereinafter provided and for all purposes with or without animals or vehicles or both to and from the dominant tenement or any part thereof or to and from the proprietor of the tenement (hereinafter called "the grantor") and the proprietor of the servient tenement (hereinafter called "the grantee") shall be liable to contribute equally to the cost of construction, repair, renewal, alteration, maintenance and cleaning of the roadway, gardens and lawns established in the servient tenement and if at any time the grantee pays or becomes liable to pay any moneys for any of such purposes and serves written notice on each of the grantees requiring each to pay his contribution within 28 days from the date of such notice and any one or more of the grantees pays or becomes liable to pay any moneys for any of such purposes and the contribution of a defaulting grantee may be paid by the grantor who may then recover the contribution of the defaulting grantee in any court of competent jurisdiction as a debt due and owing and until such contribution shall have been fully paid the right of access and use of the servient tenement shall be suspended until the debt is paid and the terms of the easement shall be deemed to be suspended until the debt is paid.

THE COMMON SEAL of K.B. NICHOLSON INVESTMENTS PTY. LIMITED was hereunto subscribed and affixed in the presence of:

Secretary

[Handwritten signatures and stamps]

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 19th May, 1986



K 969554

No fee
5/4/62

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919 IN PLAN LODGED FOR REGISTRATION AS DEPOSITED PLAN NO.

PART 1

Plan: D.P. DP526967

Subdivision of Lot B Misc. Plan of
Subdivision (RP) Reg. No. 116169
being whole of land in Certificate of
Title Volume 8369 Folio 59.

Full name and address of
proprietor of the land

K.B. NICHOLSON INVESTMENTS PTY.
LIMITED C/- Mr. R.A. Nicholson of
7 Careebong Road, Frenchs Forest

1. Identity of easement of
restriction firstly re-
ferred to in abovenen-
tioned plan:

Right of Carriage Way 15 feet wide

Schedule of lots, etc. affected

Lots burdened

Lots, name of road or Authority
benefited

Lot 1
Lot 2

Lot 2
Lot 1


Terms of easement or restriction firstly referred to in the abovenen-
tioned Plan.

PART 2

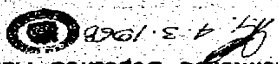
Full and free right for every person who is at any time entitled to an estate or interest in possession in the land hereinbefore indicated as a dominant tenementor any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and re-pass at all times subject as hereinafter provided and for all purposes with or without animals or vehicles or both to and from the dominant tenement or any part thereof PROVIDED ALWAYS that the proprietors of the dominant tenements (each hereinafter included in the expression "the grantee" or "the grantees") and the proprietor of the serviant tenement (hereinafter called "the grantor") shall be liable to contribute equally to the cost of construction repair renewal alteration maintenance and cleaning of the roadway gardens and lawns established or to be established along the serviant tenement in a manner appropriate to a prestige residential area and if at any time the grantee pays or becomes liable to pay any moneys for any of such purposes and serves written notice on each of the grantees requiring each to pay his contribution within 28 days from the date of such notice and any one or more of the grantees fails to do so then he or they (hereinafter included in the expression "the defaulting grantee") shall be deemed to be in default and the contribution of a defaulting grantee may be paid by the grantor who may then recover the contribution of the defaulting grantee in any court of competent jurisdiction as a debt due and owing and until such contribution shall have been fully paid the right of carriageway hereby conferred on the defaulting grantee shall wholly cease and determine.

THE COMMON SEAL of K.B. NICHOLSON
INVESTMENTS PTY. LIMITED was here-
unto affixed pursuant to a reso-
lution of the Board of Directors
in the presence of:

[Signature]
Secretary

)
)
)
)
)
[Signature]
[Signature]
[Signature]


Instrument pursuant to Regulation 52D Conveyancing Act Regulations, 1961, setting out the terms of easements or restrictions as to user created by registration of the within-mentioned Deposited Plan.



K 969554

Mitchell & Lee

L422675

2-25) '69 MAR 11 PM



'69 MAY 9 PM 12 55 R.P. 13



MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900)

Lodgment Endorsement
 8-00 ✓
 4-00 ✓
 3-00 ✓
 16-00 ✓
 9.5.69

(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.

- a If a less estate, strike out "in fee simple" and interline the required alteration.
- b State in full the name of the person who furnished the consideration monies.
- c Show in BLOCK LETTERS the full name, postal address and description of the persons taking.
- d If more than one person is taking state whether they hold as joint tenants or tenants in common.

The description may refer to the defined residuo of the land in a certificate or grant (e.g. "and being residuo after Transfer No. ...") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being lot sec. D.P. ..."). Unless authorised by Reg. 53 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

THIS SPACE TO BE LEFT FREE FROM NOTATION

A very short note will suffice.
 Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
 As to instruments executed elsewhere, see Section 107 of the Real Property Act, 1900, Section 108 of the Conveyancing Act, 1919, and Section 52A of the Evidence Act, 1898.

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

I, K.B. NICHOLSON INVESTMENTS PTY LIMITED (herein called transferor)

being registered as the proprietor of an estate in fee simple^a in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE DOLLAR (\$1. 00) (the receipt whereof is hereby acknowledged) paid to IT by

The Proprietors Strata Plan No. 3784 do hereby transfer to
the said PROPRIETORS OF STRATA PLAN 3784
 (with consent of all proprietors)
ITS (herein called transferee)^a

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

| County | Parish | Reference to Title | Vol. | Fol. | Description of Land (if part only) ^a |
|------------|-----------|--------------------|-------|------|--|
| GUMBERLAND | NARRABEEN | PART | 10769 | 85 | as appurtenant to the whole of the land in certificate of title volumes 1004 & 1005 respectively fullright and liberty for the said transferee and his successors in title registered proprietor for the time being of an estate or interest in the said land and his and their tenants and servants and all persons authorised by him or them from time to time and at all times hereafter at his or their will or pleasure to pass and repass with or without motor cars or other vehicle of any description laden or unladen for all purposes whatsoever connected with the use and enjoyment of the said land over and along that portion of the land delineated in the plan annexed hereto and referred to as "SITE OF PROPOSED RIGHT OF CARRIAGEWAY OF VARIABLE WIDTH" |

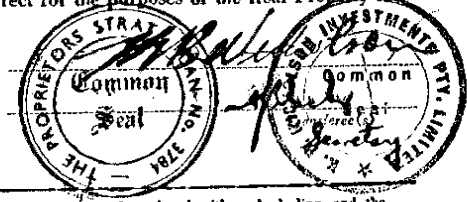
ENCUMBRANCES, &c., REFERRED TO

Signed at Sydney the 27th day of February, 1969.
 The Common Seal of K.B. Nicholson Investments
 Investments was affixed hereto under authority of a resolution of the Board of Directors in the presence of



Signed [Signature] Secretary

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



The common seal of the Proprietors Strata Plan No. 3784 was hereunto affixed in the presence of K.B. Nicholson & B. Black Directors of K.B. Nicholson the sole member or the council.

^a If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.
[†] N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.
 No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
 St. 437—W K 1145 V. C. N. Blight, Government Printer

16070A

10763 15/4

No. **L422675** Lodged by *P. H. Wood*
 PARTIAL DISCHARGE OF MORTGAGE¹ Address: *712 Pittwater Rd, Brookvale 2100*
 (N.B.—Before execution read marginal note) Phone No.: *735482*

A, THE NATIONAL BANK OF AUSTRALASIA LIMITED as mortgagee under Mortgage No. K998992
 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. hereby consents to the within Grant of Liasement.

Dated at Sydney this *Thirtieth* day of *April* 19*69*
 Signed for and on behalf of THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorneys JACK EXCELL TAMBLYN & FRANK BERTRAM ELLIOTT and we, the said Attorneys state that we are The Assistant State Manager & a Divisional Inspector for the State of New South Wales
 who are personally known to me. respectively of the said Bank and that we have not received any notice or information whatsoever of the revocation of the Power of Attorney dated 17th November, 1966, registered No. 91473, Miscellaneous Register, New South Wales, Land Titles Office No. 20061 by virtue of which we now execute this Memorandum

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY of Transfer
 Dated at Sydney this *thirtieth* day of *April* 19*69*
 (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. *91473* Miscellaneous Register under *91473* and just executed the within transfer.
 Signed at the day of 19 *69*
 Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS²

Appeared before me at *Brookvale*, the day of *April*, one thousand nine hundred and *69* 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 *J. J. J. J.* is own handwriting, and that he was of sound mind and freely and voluntarily signed the same

LEAVE THESE SPACES FOR DEPARTMENTAL USE

| | | |
|---------|---|--|
| INDEXED | MEMORANDUM OF TRANSFER | DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing |
| | Checked by <i>g.v.</i> | Particulars entered in Register Book, <i>26.9.1969</i> |
| | Passed (in S.D.B.) by <i>at 12 noon</i> | 1. <i>4 cert. of Good</i> 2. <i>1/5 for del. of R. Gen.</i> 3. <i>1/5 del. of R. Gen.</i> 4. <i>2/12/69</i> |
| | Signed by <i>[Signature]</i> | Registered General Registrar General |

PROGRESS RECORD

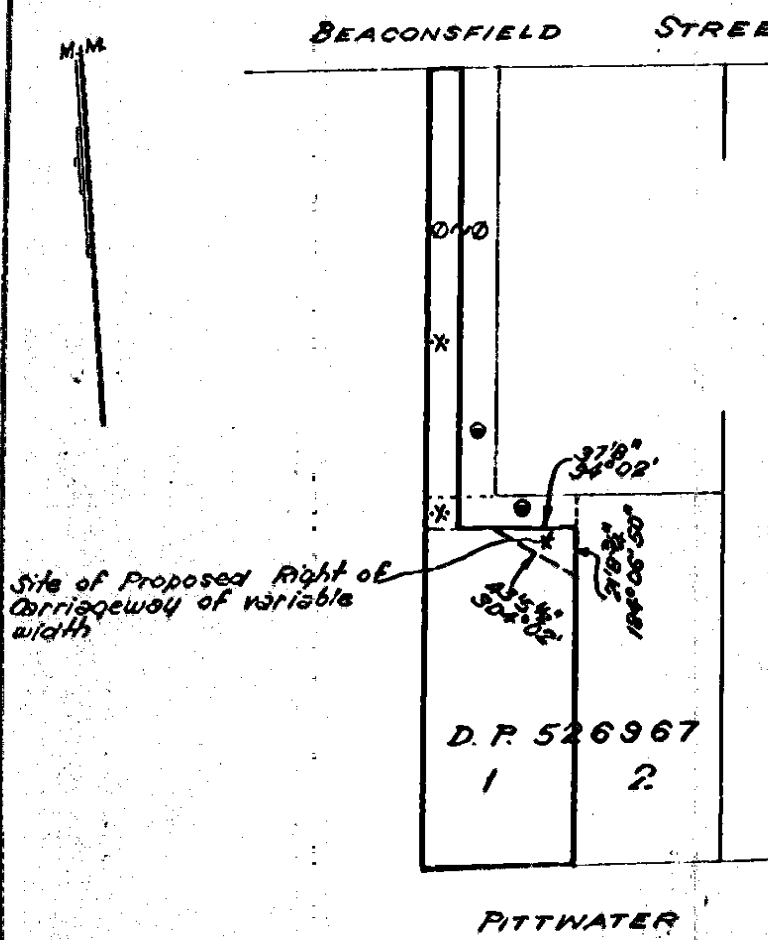
| | Initials | Date |
|-----------------------|----------|------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written | | |
| Draft examined | | |
| Diagram prepared | | |
| Diagram examined | | |
| Draft forwarded | | |
| Supt. of Engrs. seen | | |
| Cancellation Clerk | | |
| VOL. | | FOL. |

Registered \$2-00

OFFICE USE ONLY.

Form 1
Proposed
PLAN OF Right of Carriageway within Lot 1 in
 Dep. Plan No. 526967 being of land in Cert. of
 Title Vol. 10769 Fol. 65.
 Murrumbidgee Shire Warringoh
 Town or Locality Newport
 Parish Narrabeen
 County Cumberland Scale 60 feet to an inch

L 422675
 Registered: _____
 C.A.: _____
 Title System: _____
 Purpose: _____
 Ref. Map: _____
 Last Plan: _____



- ⊙ Right of Carriageway 30 feet wide created by H642914
- ⊙ Right of Carriageway 15 feet wide created by registration of D.P. 526967
- * Right of Carriageway 15 feet wide created by registration of D.P. 526967

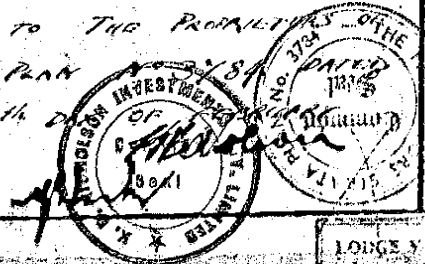
Site of Proposed Right of Carriageway of variable width

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements or restrictions as to user.

THIS IS THE MINIMUM REFERRED TO
 IN THE MEMORANDUM OF TRANSFER
 FROM K. B. NICHOLSON INVESTMENTS
 PTY LTD TO THE PROPRIETORS OF THE
 STRATA PLAN
 THE 27th DAY OF
 1969



I, John Joseph Vollmar of A. C. Gilbert & Co.
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that
 the survey represented in this plan ~~was compiled from D.P. 526967~~
 in accordance with the Surveyors Act, 1929, as amended, and has been made ~~in~~ in accordance with the Surveyors Act, 1929, as amended, and was completed on
 the _____ day of _____ 1969.
 Signature: John Vollmar
 Surveyor Registered under Surveyors Act, 1929, as amended.
 *Strike out either (1) or (2). (Insert date of survey.)

I hereby certify that— Council Clerk's Certificate.
 (a) the requirements of the Local Government Act, 1919 (other than the require-
 ments for the registration of plans), and
 (b) the requirements of section 318 of the [Metropolitan Water, Sewerage, and
 Drainage Act, 1924, as amended, [Hunter District Water, Sewerage, and
 Drainage Act, 1938, as amended
 have been complied with by the applicant in relation to the proposed _____
 (insert "new road" or "subdivision") set out herein.
 Subdivision No. _____
 Date _____
 (Signature) _____ Council Clerk.
 *This part of certificate to be deleted where the application is only for the
 opening of a new road or where the land to be subdivided is wholly outside the areas
 of operations of the Metropolitan Water Sewerage and Drainage Board and the
 Hunter District Water Board.
 [Delete if inapplicable.]

Form 1

OFFICE USE ONLY.

PLAN OF PROPOSED RIGHT OF CARRIAGEWAY WITHIN LOT 1 IN DEP. PLAN No. 526967 BEING LAND IN CERT. OF TITLE Vol. 10763 Fol. 85.

Shire/City HARRINGAH.

Town or Locality NEWPORT.

Parish HARRASSEN.

County CUMBERLAND. **Scale**

Registered:

C.A.:

Title System:

Purpose:

Ref. Map:

Last Plan:

THIS IS SHEET 2 OF MY PLAN IN 2 SHEETS:

THE NATIONAL BANK OF AUSTRALASIA LIMITED, as Mortgagee under Memorandum of Mortgage Reg'd. No. K998992, hereby consents to the within Plan of Subdivision.

SIGNED for and on behalf of) THE NATIONAL BANK OF AUSTRALASIA LIMITED BY ITS ATTORNEYS,
 THE NATIONAL BANK OF) JACK EXCELL TAMBLYN & FRANK BERTRAM ELLIOTT
 AUSTRALASIA LIMITED by its) and we, the said Attorneys state that we are The ASSISTANT
 Attorneys JACK EXCELL TAMBLYN) State Manager and a Divisional Inspector for
 & FRANK BERTRAM ELLIOTT) the State of New South Wales
 who are personally known) was each of the said Bank and that we have not received any notice or
 to me:) written intimation of the revocation of the Power of Attorney dated 17th
) November, 1966, registered No. 92473, Miscellaneous Register and filed with the
) Land Titles Office No. 26061 by virtue of which we now execute this
) Plan of Subdivision
) at Sydney, this thirtieth day of April 1969

[Signature]
 A Justice of the Peace.

[Signature]
 Attorneys.

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.

Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements or restrictions as to user.

I, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on

Datum Line of Survey Registered under Surveyors Act, 1929, as amended.
 *Strike out either (1) or (2). Insert date of survey.

I hereby certify that— Council Clerk's Certificate.
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
 (b) the requirements of section 148 of the [Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, [Hunter District Water, Sewerage, and Drainage Act, 1938, as amended]

have been complied with by the applicant in relation to the proposed
 Subdivision No. _____ (insert "new road" or "subdivision") set out herein.
 Date _____

(Signature) _____ Council Clerk.
 *This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.
 *Delete if inapplicable.

SURVEYOR'S REFERENCE.



JUN 5 AM 11:56 R 273484

RP47

NEW SOUTH WALES
CHANGE OF BY-LAWS
SECTION 58 (7), STRATA TITLES ACT, 1973
REAL PROPERTY ACT, 1900.

OFFICE USE ONLY

| | |
|---|----|
| A | |
| | 21 |

- a) Number of Strata Plan.
- b) Reference to title of common property.
- c) Date resolution was passed.
- d) Indicate by number the by-laws affected.
- e) Set out inserted/added by-law in full. See notes 4 & 5.

THE PROPRIETORS - STRATA PLAN NO. (a) 3784..... the common property of which is comprised in Certificate of Title VOLUME (b) 8513..... FOLIO 34.....

certifies that, by a resolution duly passed in accordance with the provisions of the Strata Titles Act, 1973, on (c) 22nd May 1979..... after the expiration of the initial period, it changed its by-laws as follows:-

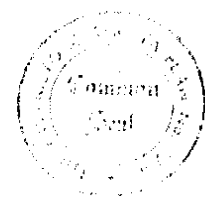
(d)
 REPEALED BY-LAW NO.
 INSERTED/ADDED BY-LAW NO. 28.....
 as fully set out below.

(e)
 The proprietor for the time being of Lot 3 or other occupier of that lot shall have the exclusive right to occupy the whole of the common property situate on the second floor of the building.




The common seal of The Proprietors - Strata Plan No. 3784..... was hereunto affixed on 22nd May 1979..... in the presence of Arthur Heslop & Co. Solicitors..... being the person(s) authorised by section 55 of the Strata Titles Act, 1973 to attest the affixing of the seal.

Arthur Heslop
Arthur Heslop
[Signature]
[Signature]



R 273484

\$21 5

| | | | |
|--|--|--|---------------------------------------|
| DEPARTMENTAL USE ONLY CHANGE OF BY-LAWS | | TO BE COMPLETED BY LODGING PARTY | |
| | | Lodged by: <i>Waker, Gibbs & Donald</i> Address: <i>Elizabeth St Sydney</i> <i>23077</i> Phone No: <i>G.O. 881 L Sydney D.X.</i> 881 L | |
| | | Documents lodged herewith | |
| Checked <i>[Signature]</i> | REGISTERED | 1. <u>CT</u> | |
| Passed <i>22-6-1979</i> | | 2. _____ | |
| Signed <i>[Signature]</i> | Registrar General  | 3. _____ | |
| | | 4. _____ | |
| | | 5. _____ | |
| | | Received Documents | <i>[Signature]</i> Receiving Clerk |

NOTES

This form is appropriate to a change of by-laws pursuant to section 58 (7) of the Strata Titles Act, 1975 where the initial period, as defined by the Act, has expired in respect of the strata scheme. The subsection allows a body corporate with the consent in writing of a proprietor and pursuant to a unanimous resolution to make a by-law conferring or that proprietor the exclusive use and enjoyment of, or special privileges in respect of, common property, or by unanimous resolution to make a by-law amending, adding to or repealing any by-law previously made under the subsection.

- Failure to comply with regulation 25 of the Strata Titles Act Regulations, 1974 as to size of margins, use of black ink, freedom from creasing, method of alteration and form of annexures will lead to rejection.
- By-laws additional to those already operating should be numbered consecutively and commence at the number next after the present last number.
- The Registrar General does not require the lodgment of a plan for the purpose of the allocation of rights of exclusive use and enjoyment of, or special privileges in respect of, common property unless it is referred to as an annexure in the by-law; in which case the plan must comply with regulation 37 (2) (a), (e) and (f) of the Real Property Act Regulations, 1970.
- Amendment of a by-law should be effected by fully repealing the existing by-law, and by then substituting a new by-law in the terms required. For example, assuming that an existing by-law gives the proprietor or occupier of a specified strata lot the exclusive use and enjoyment of a specified car-port, and that the body corporate has subsequently effectively resolved to change the by-law to cast on that proprietor or occupier the duty of maintaining and repairing the car-port, the following would be appropriate:

| |
|---|
| REPEALED BY-LAW NO. <u>31</u> INSERTED/ADDED BY-LAW NO. <u>31</u> as fully set out below. BY-LAW 31. The proprietor for the time being of lot 7, or other the occupier of that lot, shall have the exclusive right to occupy the car-port erected on the common property and bearing the painted number "7" for so long as that car-port is kept in a good and proper state of maintenance and repair. |
|---|

- If space is insufficient to record full terms of inserted/added by-laws on the face of this form, additional sheets should be annexed in the manner prescribed by regulation 25 of the Strata Titles Act Regulations, 1974.
- This instrument and the certificate of title for the common property should be lodged by hand at the lodgment counter in the Office of the Registrar General located on the second floor of the Centrepoint Building, Market Street, Sydney and the prescribed fee paid.

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that -

(a) the requirements of the Local Government Act 1995, section 223, in relation to the registration of plans, and

(b) the requirements of section 34B of the Metropolitan Water, Sewerage, and Drainage Act 1998, in relation to the registration of plans, as amended

have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidated lot" set out herein

Subdivision No.
 Date

Signature:
 Council Clerk

"This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the Drainage Board and the Hunter District Water Board (Delete if inapplicable)

Surveyor's Certificate

DAVID WALLACE FARLIE

I, DAVID WALLACE FARLIE, of PO BOX 247, SYDNEY NSW 1581, being a Surveyor registered under the Surveyors Act, 1928 as amended, do hereby certify that the plan herein referred to as **15 COMPLETED** is a true and correct copy of the original plan as submitted to me in accordance with the Survey Practice Regulations, 1932, and was compiled on 7th 2nd 11 - 1988

Signature:
 Surveyor registered under Surveyors Act, 1928 as amended.
 Strike out either (1) or (2). Insert date of survey.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:-
 1. RIGHT OF CARRIAGEWAY 9.145 WIDE.

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

THE COMMON SEAL OF WALKER MINERALS LTD
 WAS HEREunto BEHELD BY ME AND BY THE BOARD OF DIRECTORS
 OF DIRECTORS IN THE PRESENCE OF
 SIGNED FOR AND ON BEHALF OF BOARD
 FINANCE MAN IN whose name by ATTORNEY
 Registered No. 504, 506, 507 & 508
 Robert Black Adam Special
 Robert Edwin Will Brian Lindsay Ikon
 ELDER'S FINANCE LIMITED
 THE COMMON SEAL OF THE FEDERAL ROAD
 OF THE STRAITA PLAN 3084 WAS HEREunto
 AFFIXED BY AUTHORITY OF THE BOARD OF DIRECTORS
 AND IN THE PRESENCE OF:-
 The COMMON SEAL OF THE DUNBAR HOLDINGS Pty Limited
 WAS AFFIXED UNTO BY AUTHORITY OF THE BOARD OF DIRECTORS
 IN THE PRESENCE OF:-
 Robert Black Adam Special
 Robert Edwin Will Brian Lindsay Ikon
 ELDER'S FINANCE LIMITED

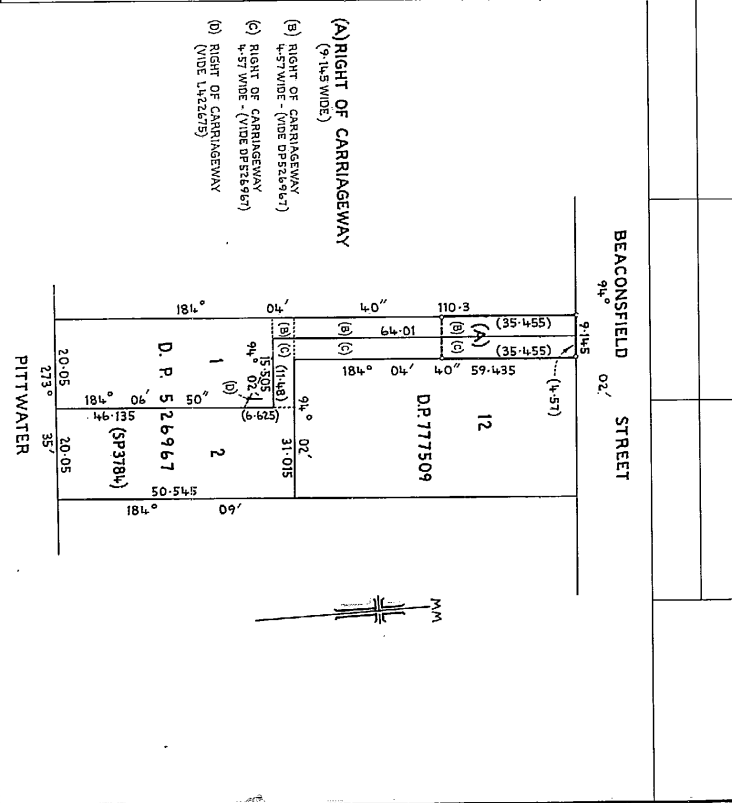
PLAN OF RIGHT OF CARRIAGEWAY WITHIN LOTS 1 AND 2 IN D.P. 526967.

Parish: NARRABEEN County: CUMBERLAND

Reduction Ratio 1: 800

Lengths are in metres

Registered: DP 642311
 CA: 13.6.1988
 Title System: TORRENS
 Purpose: EASEMENT
 Ref. Map: U 2767 - 12
 Last Plan: DP 526967



SURVEYOR'S REFERENCE 3631

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 14 June, 1989



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS
TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 89B,
CONVEYANCING ACT, 1919.

Lengths are in metres
DP 643511

(Sheet 1 of 1 Sheet)

PART 1

Full name and address of
the proprietors of the
land:

W.E DUNBAR HOLDINGS PTY LIMITED
77 Beaconsfield Street,
Newport. 2160. as to the land
in Folio Identifier 1/526967
THE PROPRIETORS STRATA PLAN NO 3784
77 Beaconsfield Street, Newport 2160.

1. Identity of easement
firstly referred to in
above mentioned Plan:

Right of Carriageway 9.145 wide

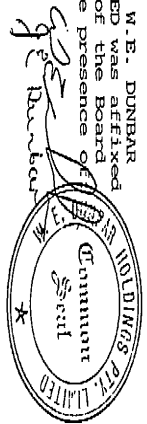
Schedule of Lots etc. affected

Lots burdened
1, D.P. 526967 and
Common Property in S.P. 3784.
C/P SP 3784

Lots, or name of authority benefited
12, D.P. 777509
1/2/777509



THE COMMON SEAL OF W.E. DUNBAR
HOLDINGS PTY LIMITED was affixed
unto by authority of the Board
of Directors in the presence of
.....



THE COMMON SEAL OF the
Proprietors-
Strata Plan No. 3784 was
hereunto affixed on
in the presence of
.....



THE COMMON SEAL OF WALKER
NOMINEES PTY. LIMITED
was hereunto affixed by
of the Board of Directors
presence of:



.....
Secretary
.....
Director

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

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day
14 June, 1989



DP 642311

(PAGE 2 OF 2 PAGES)

Robert Edwin Witt and Brian Lindsay Kerr
do hereby certify that they are respectively the duly constituted
Attorneys of Elders Finance Limited under Power of Attorney
No. 200 registered in the Public Office of the Registrar-General
of their executing this instrument they have no objection to the
contents or operation of the said Power of Attorney or of
the powers and authorities conferred upon or delegated to them
thereunder and under the authority of which they have executed
this instrument.


ELDERS FINANCE LIMITED
by its attorneys

Robert Edwin Witt
Brian Lindsay Kerr

REGISTERED

13 JUN 1989

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

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14 June, 1989


Northern Beaches Council Planning Certificate – Part 2&5

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: 240281
Date: 08/07/2024
Certificate No. ePLC2024/04875

Address of Property: 3/77 Beaconsfield Street NEWPORT NSW 2106
Description of Property: Lot 3 SP 3784

Planning Certificate – Part 2

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

1. Relevant planning instruments and Development Control Plans

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

(a) Local Environmental Plan

Pittwater Local Environmental Plan 2014

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Housing) 2021

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

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

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

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

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

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

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

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

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

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

(c) Development Control Plans

Pittwater 21 Development Control Plan

(2) Draft Environmental Planning Instruments

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

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Environment)

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

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

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

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

(a), (b)

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

Zone C4 Environmental Living

2 Permitted without consent

Home businesses; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Environmental protection works; Group homes; Health consulting rooms; Home-based child care; Home industries; Jetties; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Tank-based aquaculture; Water recreation structures

4 Prohibited

Industries; Local distribution premises; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

(c) Additional permitted uses

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

Nil

(d) Minimum land dimensions

The *Pittwater Local Environmental Plan 2014* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

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

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

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

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

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

3. Contribution plans

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

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

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

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

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

Housing and Productivity Contribution

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

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

Nil

4. Complying Development

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

Part 3 Housing Code

Foreshore Building Line Map

For the purposes of clause 1.19 (1) (g) and (5) (h), complying development may not be carried out on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

Note: Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:

3.1 Land to which code applies

This code applies to development that is specified in clauses 3.2-3.5 on any lot in Zone R1, R2, R3, R4 or RU5 that:

- (a) has an area of at least 200m², and
- (b) has a width, measured at the building line fronting a primary road, of at least 6m.

Part 3A Rural Housing Code

Foreshore Building Line Map

For the purposes of clause 1.19 (1) (g) and (5) (h), complying development may not be carried out on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

Note: Further zone based limitations may apply. See State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 clause:

3A.1 Land to which code applies

This code applies to development that is specified in clauses 3A.2-3A.5 on lots in Zone RU1, RU2, RU3, RU4, RU6 and R5.

Part 3B Low Rise Housing Diversity Code

Foreshore Building Line Map

For the purposes of clause 1.19 (1) (g) and (5) (h), complying development may not be carried out

on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

Part 3C Greenfield Housing Code

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

Part 3D Inland Code

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

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

Foreshore Building Line Map

For the purposes of clause 1.19 (1) (g) and (5) (h), complying development may not be carried out on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5A.1 Land to which code applies

This code applies to development that is specified in clause 5A.2 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

Part 5B Container Recycling Facilities Code

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

Note: Further zone based limitations may apply. See *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* clause:

5B.2 Development to which code applies

This code applies to development that is specified in clause 5B.3 on any lot in Zone B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3.

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Foreshore Building Line Map

For the purposes of clause 1.19 (1) (g) and (5) (h), complying development may not be carried out on that part of the land within the foreshore area under Pittwater Local Environmental Plan 2014 as identified on the Foreshore Building Line Map.

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

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

5. Exempt Development

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

Part 2 Exempt Development Codes

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

In this section—

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

9. Flood related development controls

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

In this section—

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

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

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

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

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

Estuarine Flood Hazard/Risk

On the information available to Council, the land in question is affected by estuarine processes. This land has been identified in Council's Estuarine Risk Management Policy for Development in Pittwater and Pittwater 21 Development Control Plan as having a current exposure to tidal inundation and erosion caused by tidal waters. The Estuarine Risk Management Policy for Development in Pittwater is based on a study adopted by Council on 6 October 2015 and reflects information available at the time. Contact Council for more information.

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

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for more information.

13. Mine Subsidence

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

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity Stewardship Sites

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

17. Biodiversity certified land

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

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

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

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

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

Note—

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

20. Western Sydney Aerotropolis

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

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

21. Development consent conditions for seniors housing

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

22. Site compatibility certificate and conditions for affordable rental housing

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

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

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

23. Water or sewerage services

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

Additional matters under the Contaminated Land Management Act 1997

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

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

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

Planning Certificate – Part 5

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

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

Company Title Subdivision

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

District Planning

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

Council Resolution To Amend Environmental Planning Instrument

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

Planning Proposal – new consolidated LEP

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

Outline: The new LEP will:

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

Council resolution: 17 June 2024

Nil

Additional Information Applying To The Land

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

Geotechnical Planning Controls

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

General Information

Tree Preservation and Management Order

Tree preservation and Management order applies to the subject land



Scott Phillips
Chief Executive Officer

08/07/2024

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: LOIS KATHLEEN GRINDROD
Purchaser:
Property: 3/77 BEACONSFIELD STREET, NEWPORT NSW 2106
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 or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any 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 or 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.