

## Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Gittoes</b> 61-63 Victoria Street, East Gosford, NSW 2250	Phone: (02) 4323 3811
co-agent	Faulkner Establishments Pty Ltd	
vendor	<b>James Albert Deryck Treloar</b>	
vendor's solicitor	<b>Ignify Legal</b>  Locked Bag Q4008, Queen Victoria Building NSW 1230	Phone: 0415 067 879 Email: <a href="mailto:ian@ignifylegal.com.au">ian@ignifylegal.com.au</a> Fax: Ref: IA:230058
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 7/2 Broadview Avenue Gosford NSW 2250 <b>Registered Plan: Lot 7 Plan SP 16709</b> <b>Folio Identifier 7/SP16709</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" 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 checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" 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				
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**

<b>VENDOR</b>	<b>PURCHASER</b>												
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>												
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>												
<p><b>Signed by</b> _____</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: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>	<p><b>Signed by</b> _____</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: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> <td style="width: 50%; border: none;"> <p>_____</p> <p>Signature of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> <td style="border: none;"> <p>_____</p> <p>Name of authorised person</p> </td> </tr> <tr> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> <td style="border: none;"> <p>_____</p> <p>Office held</p> </td> </tr> </table>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Signature of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Name of authorised person</p>	<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>
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<p>_____</p> <p>Office held</p>	<p>_____</p> <p>Office held</p>												

**Choices**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 a **GSTRW payment**  
(GST residential withholding payment) NO  yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice 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 address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## 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 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 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 checked="" 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 checked="" 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 <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <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**

CSTM Strata Group, 1/70-72A Terrigal Esplanade, Terrigal NSW 2260, Ph: (02) 4355 7100

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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)

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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 <i>TA Act</i> , that covers one or more days falling within the period from 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 s12E 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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>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 <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018)

- 1.2 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

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 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 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
  - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 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*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 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.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 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 of 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 them 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

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *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 for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under 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 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 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 unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *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 (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 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 making 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, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.



- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 marked.
- 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 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 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.
- 23.14 The purchaser does not have to complete earlier than 7 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.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment 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**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
     29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
     29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
     29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
         • either *party* *serving* notice of the event happening;  
         • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
         • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 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 for that transfer.
- 30.5 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**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 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 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

7/2 BROADVIEW AVE, GOSFORD 2250

**THESE ARE FURTHER CLAUSES IN CONTRACT FOR SALE BETWEEN JAMES ALBERT DERYCK  
TRELOAR AND AS PURCHASER  
PROPERTY: 7/2 BROADVIEW AVENUE, GOSFORD NSW 2250**

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

33.1 For every purpose of this Contract the terms of clauses 1 to 32 as printed on pages 3 to 21 inclusive of the form of Contract to which these clauses are annexed will be deemed to be amended as follows.

33.1.1 Clause 1 - delete from the definition of bank the words "a building society or credit union".

33.1.2 Clause 2.9 is amended by adding the following words at the end "In the event of the Vendors' Solicitors investing such deposit they shall be entitled to charge their reasonable costs and disbursements of and incidental to investing such deposit at the rate of charges referred to in Clause 52 and deduct same from any interest earned on the deposit.

33.1.3 Clause 7.1 – add the following after the word "claims" where first appearing in line two "(irrespective of the amount of the claims)".

Clause 7.1.1 is deleted

33.1.4 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.

33.1.5 Clause 10.1 – add the following words "or delay completion" after the word "rescind"

33.1.6 Clause 10.1.9 – delete the words "the substance of"

33.1.7 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 2 or not.

33.1.8 Clause 14.4.2 is deleted and replaced with the following:  
"by adjusting the amount as determined by the formula below:

$$A = \frac{B}{C} \times D$$

Where:

A is the amount to be adjusted

B is the taxable land value of the property

C is the aggregate taxable land value of the Vendor's land holdings

D is the total land tax payable by the Vendor"

33.1.9 Clause 15 is deleted and the following clause included instead:

"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 within two (2) weeks of the date of the Notice and providing on the last day

of the notice for settlement at a time between 12.00 p.m. and 5.00 p.m. and it is acknowledged by the parties that such Notice shall be sufficient to make time of the essence of this Contract”

33.1.10 Clause 19.2.3 is deleted.

33.1.11 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 is annexed.”

33.1.12 Clause 23.6 and 23.9 are deleted.

33.1.13 Clauses 24, 25, 26, 27, 28 and 29 are deleted.

33.1.14 Clause 31.2 is deleted.

34. 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:

34.1 interest on the balance purchase moneys payable hereunder calculated at the rate of ten per centum (10%) per annum computed 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;

34.2 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

34.3 any such interest referred to in clause 34.1 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 and it is an essential term of the Contract that these amounts are paid by the Purchaser to the Vendor.

34.4 the sum of \$440.00 (incl GST) per day to cover the Vendors additional legal costs and other expenses incurred as a consequence of the delay.

34A. Notwithstanding anything herein contained and clause 14 of the Contract, the date at which adjustments are to be made in respect of rates, taxes and outgoings between the parties hereto shall be the date by which completion of the Contract as stipulated in the Contract should have taken place.

35. 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 if 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 his Solicitor) to be bound thereby.

35.1 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 if so 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 registrable form and the registration fees payable are allowed by the Vendor to the Purchaser.

35.2 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 affected. 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.

36. 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.

37.A Subject to the provisions of this Contract, Section 52A(2)(b) 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:

37.A.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 work whatsoever in relation to the property, improvements and/or inclusions;

37.A.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

37.A.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:

37.A.3.1 the presence of any sewer manhole or vent on the property;

37.A.3.2 any rainwater downpipe being connected to the sewer;

37.A.3.3 any latent or patent defect in the property;

37.A.3.4 any dangerous or hazardous materials including asbestos, chemicals, hazardous substances, pollutants, contamination or other environmental hazards in or upon the property.

37.B Inclusions in the sale:

- (a) 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.
- (b) The Vendor does not make any representation or warranty about the state of repair or condition of the items included in the sale and the Purchaser accepts them in their state of repair and condition at the Contract date.
- (c) 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).

38. If completion does not occur on or before the completion date as a result of any breach or default of the Purchaser, the Vendor, if 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 \$440.00 (incl 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.

39. 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 and the Vendor will be entitled to terminate this contract by written notice to the purchaser and on termination, the Vendor is entitled to retain the deposit. This clause shall not merge on completion.

40.1 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 19 shall apply.

40.2 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 9 shall prevail.

40.3 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 X of the Bankruptcy Act 1966; and
- (c) he or she has not committed an act of bankruptcy.

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

42.1 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 application for or do anything towards obtaining a building certificate under the Environmental Planning and Assessment Amendment Act 1997 Section 149D ("the Building Certificate").

42.2 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.

43. 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:

43.1.1 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

43.1.2 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 complete this Contract by inserting the name of each such person in Clause 43.2 of this Contract.

43.2 In this Contract:

- (a) **"guarantor"** means \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ ;
- (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 of 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.

43.3 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.

43.4 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.

43.5 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.

43.6 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). A demand may be made at any time and from time to time.

43.7 If the Purchaser does not duly and punctually perform the guaranteed obligations in accordance of 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). A demand may be made at any time and from time to time.

43.8 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.

43.9 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.

43.10 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, compounding 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.

43.11 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.

43.12 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.

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

43.14 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.

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

- (a) Folio Identifier 7/SP16709
- (b) CP/SP16709;
- (c) SP16709;
- (d) Dealing 5278995;
- (e) Dealing 6359793;
- (f) Dealing AG672217;
- (g) By-Laws;
- (h) Sewer diagram;
- (i) Sewer connection plan;
- (j) s.10.7(2) certificate issued by Central Coast Council dated 14 June 2023;
- (k) Requisitions on Title;
- (l) Land Tax Certificate dated 19 June 2023

44.2 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.

## **GST**

45.1 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.

45.2 The consideration payable by the Purchaser to the Vendor under this Contract does not include any GST.

45.3 The Purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation.

45.4 In the event of the Vendor being liable for GST, because of the Purchaser’s failure to comply with 45.3:

- (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 from 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.

45.5 This clause shall ensure for the benefit of the Vendor notwithstanding completion of this Contract and will not merge upon completion hereof.

45.6 The property has been occupied as a residence and it is residential premises under the GST Act.

46. 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.

47. 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 of 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.

48. In the event that there is a swimming pool erected on the subject property, the Vendor discloses that the swimming pool erected on the subject property may not comply with the Swimming Pools Act, 1992 and/or Local Government Act, 1993 and the Purchaser shall not be entitled to make any requisition or claim for compensation in relation to any defect or fault in respect of any fence or other safety measure in respect of the swimming pool.

49. 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.

50. The Purchaser hereby consents to the release of the deposit paid hereunder to be applied by the Vendor as a deposit for the purchase of another property by the Vendor and/or for stamp duty payable in respect to any other purchase by the Vendor and the Vendor’s agent is hereby expressly authorised and directed by the Vendor and Purchaser without any further authority, to release such

deposit upon receipt of a letter from the Vendor's solicitors confirming such deposit is to be used for the purposes aforesaid.

51. The Purchaser agrees that the only form of requisitions on title the Purchaser may make under provision 5 is to be in the form of the requisitions on title annexed hereto.

52. The parties agree that if the transaction does not involve an electronic transaction settlement, the completion address is the offices of Ignify Legal or if a first mortgagee is disclosed in this Contract then at the place nominated by the first mortgagee. The parties also agree that in the event of completion taking place at the request of the Purchaser at an alternate completion address then the Purchaser shall pay the additional costs of the solicitors for the Vendor and of the first mortgagee. For the purposes of clause 16.13 of this Contract the Purchaser acknowledges and agrees that the Vendor's additional expenses being the professional fees of the solicitor for the Vendor shall be calculated on the basis of \$150.00 (plus GST) for the first half hour or part thereof and thereafter \$300.00 (plus GST) per hour calculated in units of 6 minutes or part thereof and that such additional expenses will commence from the appointed time for settlement and continue to accrue until such time as the settlement has been completed. The Purchaser hereby agrees to pay the said sum of \$150.00 on or before settlement and any other monies payable not recovered at the settlement within seven (7) days to the Vendor's solicitors. In all cases such expenses shall be subject to GST.

53. 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) 5% of the purchase price as at the date of this Contract; and
- (b) 5% of the purchase price 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".

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

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

In the event that the Purchaser shall fail to pay the amount of deposit referred to in sub-paragraph b) 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.

The Purchaser expressly acknowledges and declares that in the event the Vendor validly claims the second instalment of the deposit, which the parties have agreed can be deferred on payment to completion that the payment of that second instalment will not, shall not and does not constitute a penalty on the purchaser, but it is in fact payment of the full deposit as agreed by the parties in accordance with the terms and conditions of the agreement between the Purchaser and the Vendor.

54. 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.

55. Notwithstanding any other clause, the Purchaser hereby agrees that in the event that there are any special expenses (whether actual, contingent or expect expenses) or special levies struck prior to or after exchange, then these special expenses or special levies are the sole responsibility of the purchaser. The Purchaser will not raise any objection or claim for compensation in respect to any matter or thing in this clause or arising therefrom and this clause shall not merge on completion.
- 56.1 The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 56.2 Execution by either (or both) parties to this Contract using Docusign or of an email copy of this Contract or email of a copy of the Contract executed by either (or both) parties shall constitute a valid and binding execution of this contract by such parties.
- 56.3 For the purposes of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically and agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW) and any terms and conditions of Docusign, in relation to the execution of this Contract.
- 57.1 Notwithstanding any other provision to the contrary, the Purchaser shall be responsible for applying to the holder of the Strata/Community/Neighbourhood Titles Records for the Section 26/184 Certificate.
- 57.2 The Purchaser shall not be entitled to delay completion or make any requisitions or objection arising from the Purchaser's failure to apply for the said Certificate.
- 57.3 The Vendor hereby authorises the Purchaser to apply for the Section 26/184 Certificate in relation to the Lot and the Purchaser undertakes to provide a copy of the said certificate to the Vendor at least five (5) business days prior to completion.
- 57.4 Should the purchaser fail to procure the Section 26/184 Certificate in relation to the Lot, the Vendor shall be entitled to charge liquidated damages in accordance with clause 19 of this Contract.

**ANNEXURE TO CONTRACT FOR SALE OF LAND**

**BETWEEN JAMES ALBERT DERYCK TRELOAR AS VENDOR AND  
AS PURCHASER  
OF PROPERTY SITUATE AT  
7/2 BROADVIEW AVENUE, GOSFORD NSW 2250  
RELATING TO EXECUTION BY THE GUARANTORS OF THE CONTRACT**

**EXECUTED** on behalf of )  
(ACN )  
by the authorised persons whose )  
signatures appear below pursuant to )  
section 127 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: 7/SP16709

SEARCH DATE	TIME	EDITION NO	DATE
14/6/2023	9:33 AM	8	18/11/2021

LAND

LOT 7 IN STRATA PLAN 16709  
AT GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

JAMES ALBERT DERYCK TRELOAR (T AP47628)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP16709
- 2 AR630176 MORTGAGE TO MEMBERS EQUITY BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*





FOLIO: CP/SP16709

SEARCH DATE	TIME	EDITION NO	DATE
14/6/2023	9:33 AM	4	26/9/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 16709  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SHEET 1 SP16709

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 16709  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- CSTM CENTRAL COAST  
6/19 RELIANCE DRIVE  
TUGGERAH NSW 2259

SECOND SCHEDULE (5 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 5278995 CHANGE OF BY-LAWS
- 4 6359793 CHANGE OF BY-LAWS
- 5 AG672217 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 16709

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 136	2	- 127	3	- 119	4	- 119
5	- 134	6	- 127	7	- 119	8	- 119

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

\*OFFICE USE ONLY

**Council's Certificate**  
 The Council of the City of Waverley, State of New South Wales, having satisfied itself that the requirements for the Strata Titles Act, 1973 (other than the requirements for the registration of plans) have been complied with in respect of the proposed strata plan, states that it is its pleasure to issue this certificate in accordance with section 16 of the Strata Titles Act, 1973.  
 The proposed strata plan is as shown on the plan attached hereto.  
 This approval is given on the condition that the building be used in accordance with the use referred to in section 38 of the Strata Titles Act, 1973.  
 Date: 15-3-81  
 Subdivision No. 207  
 Complete, or delete if inapplicable.

**Surveyor's Certificate**  
 I, KENNETH JOHN AUSTIN, a surveyor registered under the Surveyors Act, 1928, hereby certify that:  
 1. any wall, floor, ceiling or any part of which is shown in the accompanying floor plan as a boundary of a proposed lot, exists;  
 2. any floor or ceiling, the upper or under surface of any of which is shown in the accompanying floor plan, exists;  
 3. any wall, floor, ceiling or structural cubic space by reference to which any boundary of a proposed lot is defined, exists;  
 4. any building containing proposed lots erected on the land shown on the accompanying location plan and shown in the accompanying floor plan, exists;  
 5. the survey information required for the registration of the strata plan is accurate.  
 I hereby declare that the building, structure, or other thing shown in the accompanying floor plan, exists, and that the accompanying floor plan, as shown in the accompanying location plan, is a true and correct representation of the building, structure, or other thing shown in the accompanying floor plan.  
 Signature: [Signature] Date: 15.3.81  
 Delete if inapplicable.  
 This is sheet 1 of my Plan in 2 sheets.

**PLAN OF SUBDIVISION OF LOT 1 D.P. 355178 AND D.P. 367301**  
 Locality: GOSFORD  
 County: NORTHUMBERLAND  
 Parish: GOSFORD  
 Reduction Ratio 1: 400  
 Lengths are in metres  
 Name of, and address for service of notices on, the body corporate:  
 THE PROPRIETORS, STRATA PLAN NO 2 BROADVIEW AVENUE, GOSFORD, 2250.  
 \* Address required on original strata plan only.

**STRATA PLAN 16709**  
 Registered: 1.4.1981  
 C.A.: No 207 OF 16.3.1981  
 Purpose: STRATA PLAN  
 Ref. Map: U 2797-82 #  
 Last Plan: D.P. 355178  
 D.P. 367301

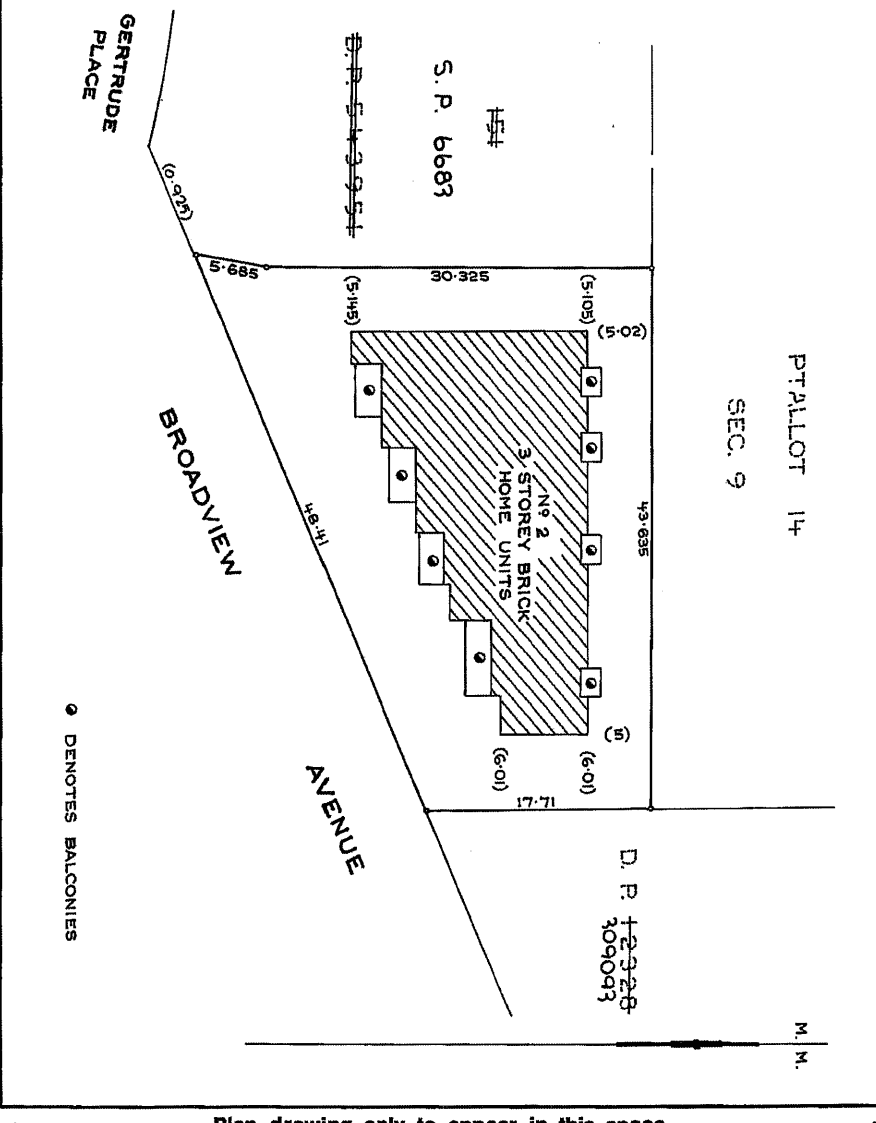
Signatures, seals and statements of intention to create easements or restrictions as to user.  
 THE REGISTERED SEALS OF NSW PERMANENT BUILDING SOCIETY LIMITED was heretofore jointly directed by ANTHONY MICHAEL ROSE and GEOFFREY NEIL SOLOMON who are duly authorised by the Board of Directors to affix their Seal.  
 [Signature: Anthony Michael Rose] [Signature: Geoffrey Neil Solomon]



Gurgone Dalrymple Warrall by her attorneys Roy Gibson Martin Reg No 508850 declares that I have no notice of revocation of said Plans of Strata.  
 Robert Grant Urmahall by his attorney Roy Gibson Martin Reg No 508850 declares that I have no notice of revocation of said Plans of Strata.

[Signature: Robert Grant Urmahall] [Signature: Roy Gibson Martin]

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160
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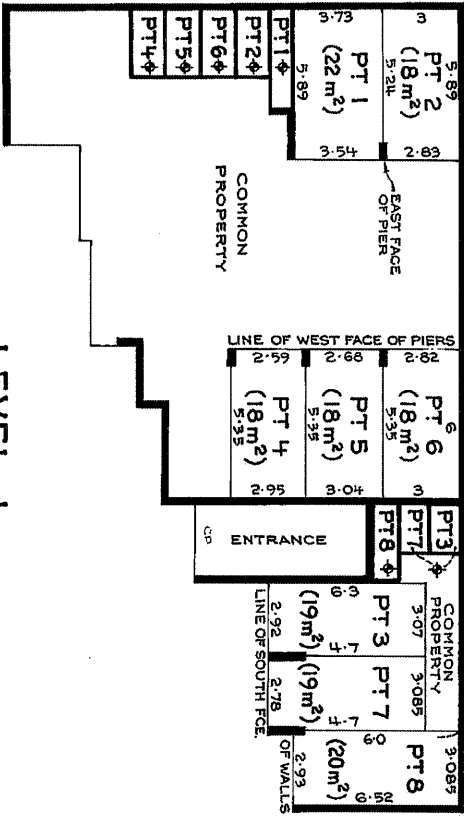
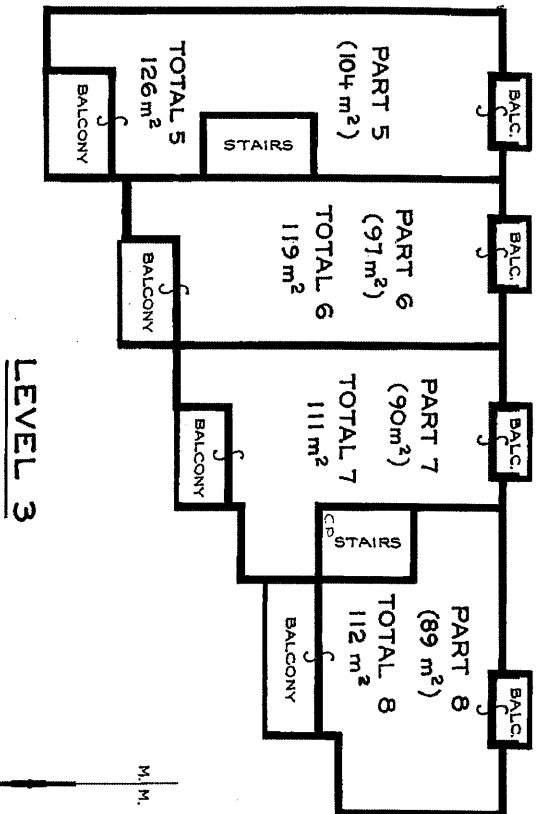
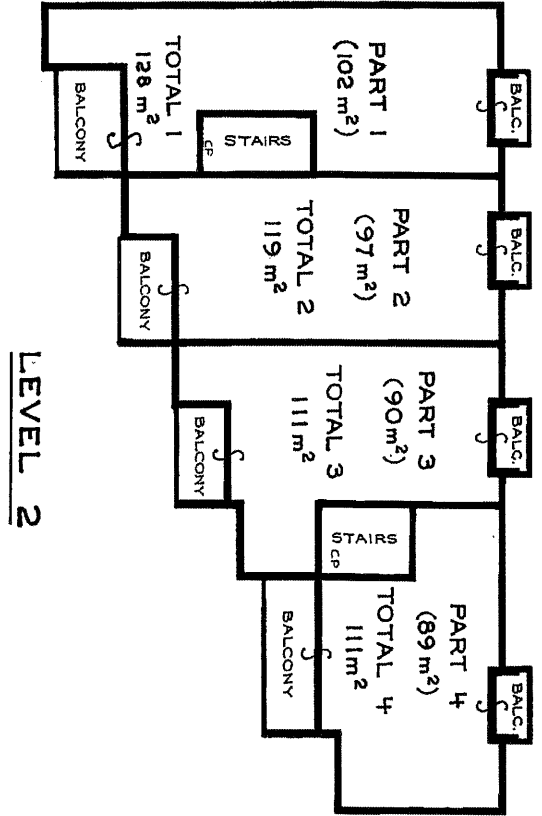


SURVEYOR'S REFERENCE 14520

Plan drawing only to appear in this space.

Plan drawing only to appear in this space.

STRATA PLAN 16709



SCHEDULE OF UNIT ENTITLEMENT

LOT N <sup>o</sup>	UNIT ENTITLEMENT
1	136
2	127
3	119
4	119
5	134
6	127
7	119
8	119
AGGREGATE	1000

ON LEVEL 2 BALCONIES EXTEND TO A HEIGHT OF 2.4 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS, AND ON LEVEL 3 THEY EXTEND TO THE HEIGHT OF THE UNDERSIDE OF THE HORIZONTAL EAVES PARTLY COVERING THEM.

— DENOTES PROLONGATION OF WALL OR PIER, CENTRE LINE.  
 CP COMMON PROPERTY

Reduction Ratio 1: 200

Lengths are in metres

♦ DENOTES AREAS OF STORAGE AS FOLLOWS:-  
 PT. LOTS 1, 2, 4, 5 AND 6 - (4m<sup>2</sup>); PT. LOTS 3 AND 7 - (2m<sup>2</sup>); AND PT. LOT 8 - (3m<sup>2</sup>)

Registered Surveyor

Council Clerk

Surveyor's Reference: 4520



## Strata Schemes Management Regulation 2016

Current version for 13 November 2020 to date (accessed 4 January 2021 at 8:44)

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).





**CHANGE OF BY-LAWS**  
 New South Wales  
 Strata Schemes Management Act 19  
 Real Property Act 1900



(A) **TORRENS TITLE** For the common property

Certificate of Title Volume CP/SP 16709

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone	CODE
1095D	HIND & ASSOCIATES DX 1313 SYDNEY	<b>CB</b>
	Reference (optional):	

(C) The Owners-Strata Plan No 16709 certify that pursuant to a resolution passed on 22 August 1998 and in accordance with the provisions of—

- (D) • section 54 of the Community Land Management Act 1994
- section 47 of the Strata Schemes (Freehold Development) Act 1973
  - section of the Strata Schemes Management Act 1996
  - order No of the Strata Schemes Adjudicator
  - order No of the Strata Schemes Board

the by-laws are changed as follows—

- (E) Repealed by-law No By-laws 1 to 27 of the Strata Titles Act 1973
- Added by-law No By-laws 1 to 26 of the Strata Schemes Management Act 1996
- Amended by-law No
- as fully set out below.

AS PER ATTACHED ANNEXURE

The Common Seal of the Owners Corporation of Strata Plan 16709 was hereunto affixed on August 27, 1998 in the presence of Bryants Central Coast Strata Pty Limited, being the Managing Agent of the Owners Corporation, authorised by Section 238 of the Strata Schemes Management Act 1996 to attest to the fixing of the seal Signed by Bryants Central Coast Strata Pty Limited by its attorney Michelle Gai Thomas, duly appointed by Power of Attorney, dated 9 May 1996 and registered in the Land Titles Office, Book 4134, No. 702, and who hereby states that she has not received any Notice of the revocation of such Power of Attorney.



*Michelle Gai Thomas*



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

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

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

Signature of authorised officer:

All handwriting must be in block capitals.  
 A set of notes on this form (97-15CB-2) is available from the Land Titles Office.

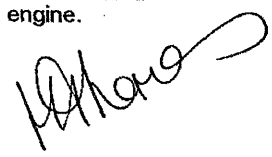
Page 1 of 4

Checked by (LTO use): *[Signature]*

**"Annexure A" Residential Model By-Laws Strata Schemes Management Act 1996**

Page 1

- 1 Noise** An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 2 Parking:**
- 2.1** An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.
- 2.2** The Owners Corporation shall have the following powers and authorities, in addition to those conferred upon it by the Strata Schemes Management Act 1996 and the by-laws:-
- a) The power to do one or more of the following in respect of a vehicle, the property of an owner or occupier of a lot, parked upon common property contrary to the by-laws;
- (i) the power to remove the vehicle from the parcel;
- (ii) the power to move the vehicle within the parcel;
- (iii) the power to distrain the vehicle by such reasonable means as the Owners Corporation determines; and
- (iv) the power to affix a sign to the vehicle.
- b) the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier as debt in any court of competent jurisdiction
- 3 Obstruction of common property** An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.
- 4 Damage to lawns and plants on common property** An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.
- 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 except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children, or
- (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must:
- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in subclause (3) that forms part of the common property and that services the lot.
- 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.
- 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.
- 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.
- 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 or discarded item except with the prior written approval of the owners corporation.
- 10 Drying of laundry items** An owner or occupier of a lot must not, except with the prior written approval 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.
- 11 Cleaning windows and doors** An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:
- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.
- 12 Storage of inflammable liquids and other substances and materials**
- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.



**"Annexure A" Residential Model By-Laws Strata Schemes Management Act 1996**

**Page 2**

**13 Moving furniture and other objects on or through common property**

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**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.

**15 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles 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 (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles 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, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a),
  - (e) must not place any thing in the receptacles 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 or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely

- drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

**16 Keeping of animals** Subject to section 49 (4), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

**17 Appearance of lot**

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

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

**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).

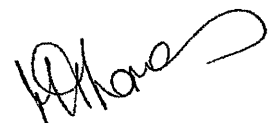
**20 Common Property Locks:** The Owners Corporation pursuant to Section 62(3)(a) determine that repair of locks to unit mail boxes and unit external doors be the responsibility of the individual owner.

**21 Name of Occupier:** That pursuant to Sec 119, Owners are required to advise the Owners Corporation of the full name of occupiers of a lot immediately that they take possession of the lot.

**22 Access to lot:** Pursuant to Sec 65, an owner or occupier must allow access to a unit to investigate and/or repair common property (a) in an emergency, without notice, (b) on reasonable notice at other times.

**23 Alterations to lot:** The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration

**24 Nuisance:** Pursuant to Sec 117(1), an owner or occupier must not use that lot or permit it to be used in such a manner or for such a purpose as to cause a nuisance to the occupier of any other lot



**"Annexure A" Residential Model By-Laws Strata Schemes Management Act 1996 Page 3**

**25 Real Estate Signs:-**

That "Auction", "For Sale" (but not "For Lease") signs and the like, be permitted on the Common Property, subject to:-

- a) Approval must be obtained in advance and in writing to the Managing Agent.
- b) One sign only will be permitted, and this to be erected in the garden only (not in the grass) and not obscuring the view from any unit.
- c) The maximum size of a sign to be 1.3 x 1 metres
- d) Approval to be only for a maximum of six weeks (regardless if the property remains unsold.
- e) Signs are to be removed the same day that contracts are exchanged and is not to remain with a "Sold" sticker thereon.
- f) Signs are not to be affixed to Common Property.
- g) Owners are fully responsible for the actions of their estate agents and contractors, including the cost to the Owners Corporation in removing any sign in breach of these conditions.

**26. Security in the Strata Scheme**

- a) An owner or occupier of a lot must not do or permit anything which may prejudice the security or safety of the parcel or the building and, without limitation, an owner or occupier of a lot must take all reasonable steps to ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.
- b) The owners corporation may take all reasonable steps to:
  - (i) To ensure the security of the parcel from intruders,
  - (ii) To preserve the safety of the parcel and persons on the parcel from fire, violence, theft or other hazards: and

- (iii) For the proper control and administration of those areas
- c) And if it considers it necessary or desirable may, without limitation:
  - (i) Close off or restrict by means of Security Devices access (on either a temporary or a permanent basis) to any part of the common property not required for access to a lot: or
  - (ii) Permit, to the exclusion of owners and occupiers of lots, any designated part of the common property to be used by any security person as a means of monitoring the security of the parcel, either solely or in conjunction with any other parcel: or
  - (iii) Restrict by means of Security Key the access of owners and occupier of lots on one level of the building to any other level of the building
  - (iv) If the owners corporation restricts the access of owners and occupiers of lots under this by law, the owners corporation may make available to owners of lots the number of Security Devices the owners corporation considers necessary and the owners corporation may charge the owners a refundable fee or bond for any Security Device (as determined from time to time by the executive committee).
  - (v) An owner or occupier of a lot must promptly notify the owners corporation if a Security Device is lost or destroyed.



**CHANGE OF BY-LA**

**6359793D**

Licence: 10V/0779/97  
Edition: 9907

New South Wales  
Strata Schemes Management A  
Real Property Act 1900



(A) **TORRENS TITLE** For the common property Certificate of Title Volume CP/SP 16709

(B) **LODGED BY**

LTO Box 1095D	Name, Address or DX and Telephone HIND & ASSOCIATES DX 1313 SYDNEY	CODE <b>CB</b>
Reference (optional):		

(C) The Owners-Strata Plan No **16709** certify that pursuant to a resolution passed on **25<sup>th</sup> September 99** and in accordance with the provisions of—

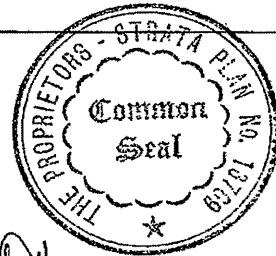
- (D) • section 54 of the Community Land Management Act 1989  
• section of the Strata Schemes (Freehold Development) Act 1973  
• section **47** of the Strata Schemes Management Act 1996  
• order No of the Strata Schemes Adjudicator  
• order No of the Strata Schemes Board

the by-laws are changed as follows—

- (E) Repealed by-law No  
Added by-law No **Special By-Law 1 & 2**  
Amended by-law No  
as fully set out below.

**AS PER ATTACHED ANNEXURE**

**The Common Seal of the Owners Corporation of Strata Plan 16709** was hereunto affixed on October 26, 1999 in the presence of Bryants Central Coast Strata Pty Limited, being the Managing Agent of the Owners Corporation, authorised by Section 238 of the Strata Schemes Management Act 1996 to attest to the fixing of the seal Signed by Bryants Central Coast Strata Pty Limited by its attorney Michelle Gai Thomas, duly appointed by Power of Attorney, dated 9 May 1996 and registered in the Land Titles Office, Book 4134, No. 702, and who hereby states that she has not received any Notice of the revocation of such Power of Attorney.



*Michelle Gai Thomas*



WITNESSED BY:  
*K. Dickinson*  
K. Dickinson  
13 Thompson St  
Long Jetty

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

- (G) **COUNCILS CERTIFICATE UNDER SECTION 56(4) OF THE STRATA SCHEMES MANAGEMENT ACT 1996**  
I certify that Council has approved the change of by-laws set out herein.  
Signature of authorised officer:

All handwriting must be in block capitals.  
A set of notes on this form (97-15CB-2)  
is available from the Land Titles Office.

## Special By Law's 1 & 2

### . Air Conditioner installation:

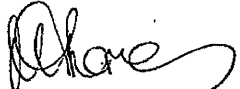
An Owner may install an air conditioning unit subject to

- a) the prior approval of the Owners Corporation
- b) that it be a Split System with the compressor installed on the balcony of the lot and out of view from outside the lot,
- c) The condensate water is to be captured and drained to the drainage system,
- d) Compliance with all noise by-laws and local government conditions,
- e) Installation and maintenance to be at the sole cost of the owner and successors in title.

### . POWER TO CARRY OUT PEST CONTROL

In addition to its other functions, and notwithstanding the provisions of section 65 of the Strata Schemes Management Act 1996, the owners corporation will have the power (but not the obligation) to enter lots and all parts of the common property for the purpose of carrying out pest control works, subject to the following conditions:

- (i) the pest control works are undertaken at the cost of the owners corporation;
- (ii) the owners corporation will have the power to enter into arrangements with third parties from time to time for the performance of the pest control works; and
- (iii) reasonable notice is given to the occupiers of lots before the pest control works are carried out;

  
WITNESSED BY: *Richardson*

Form: 15CB  
Release: 3.1  
www.jpma.nsw.gov.au

**CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act 19  
Real Property Act 1900



AG672217U

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

(A) TORRENS TITLE	For the common property CP/SP16709	
(B) LODGED BY	Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any LJ Kane & Co LLPN 123818G Reference: <u>CSTM Central Coast SP16709</u>
		CODE <b>CB</b>

- (C) The Owners-Strata Plan No. 16709 certify that pursuant to a resolution passed on 15<sup>th</sup> October 2011 and
- (D) in accordance with the provisions of Strata Schemes Management Act 1996 - Section 52 the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law No. 3  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

The owner of Lot 1 (the owner) can complete a full renovation of the bathroom including the replacement of the waterproofing membrane and replacement of all tiles on the common wall and all internal walls, the replacement of the shower recess and the shower screen, the replacement of the bathroom cabinet and vanity and painting on the following conditions:-

- (a) The work be carried out at the expense of the owner and at no cost or expense to the Owners' Corporation or to the owner of any other lot.
- (b) The owner rectify any damage caused by or during the course of the work at his/her expense and indemnify the Owners' Corporation and the owner of each lot in respect of any claims arising from the work.
- (c) The owner be responsible for the proper maintenance of the work and of keeping it in good and serviceable repair and keep the Owners' Corporation free from and indemnify it against all claims or costs relating to the work and its maintenance and repair.
- (d) The owner pay to the Owners' Corporation the amount of all costs and expenses which it incurs in respect of the registration of this Special By-Law.

(F) The common seal of the Owners-Strata Plan No. 16709 was affixed on 24<sup>th</sup> November 2011 in the presence of

Signature(s): [Signature]  
Name(s): Stephen Hogg



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

[Signature]





InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

## **SECTION 10.7(2) PLANNING CERTIFICATE**

*Under Section 10.7 of the Environmental Planning and Assessment Act, 1979*

**Fee Paid:** \$62.00

**Receipt No:**

**Receipt Date:** 14 June 2023

**Property Address:** 7/2 Broadview Avenue, GOSFORD NSW 2250

**Property Description:** Lot 7 SP 16709

**Property Owner:** J A D Treloar

**Certificate No:** 63048

**Reference No:** 230058:245662

**Date of Issue:** 14-Jun-2023

The information contained within this certificate relates to the land.



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259

**Gosford Office:** 91-99 Mann Street, Gosford

P 02 4306 7900 | E [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | W [centralcoast.nsw.gov.au](http://centralcoast.nsw.gov.au) | ABN 73 149 644 003

**ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL  
PLANNING AND ASSESSMENT ACT 1979**

<b>1</b>	<b>NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS</b>
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**(1) Environmental Planning Instruments and Development Control Plans which  
apply to the land**

State Environmental Planning Policy (Precincts Regional) 2021 Pt 5.8 Gosford City Centre

Gosford City Centre Development Control Plan 2018

State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Transport and Infrastructure) 2021  
State Environmental Planning Policy (Biodiversity and Conservation) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment  
Development

**(2) Proposed Environmental Planning Instruments and Draft Development Control  
Plans which will apply to the land and is or has been the subject of community  
consultation or public exhibition**

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021  
Proposed State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
Proposed State Environmental Planning Policy (Housing) 2021  
Proposed State Environmental Planning Policy (Planning Systems) 2021  
Proposed Standard Instrument (Local Environmental Plans) Order 2006

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
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**(a) Identity of the Zone**

Lot 7 SP 16709

B4 Mixed Use SEPP

**(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:**

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

**(c) Whether additional permitted uses apply to the land**

Additional Permitted Uses apply to this land. Please refer to State Environmental Planning Policy (Precincts—Regional) 2021 Schedule 5 Additional permitted uses—Chapter 5'

**(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house**

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

**(e) Land includes or comprises critical habitat**

No

**(f) Land is in a conservation area**

No

**(g) Item of environmental heritage is situated on the land**

Yes.

<b>3</b>	<b>CONTRIBUTION PLANS</b>
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Gosford City Council Section 94A Development Contributions Plan - Gosford City Centre

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
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**Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?**

#### **HOUSING CODE**

Complying Development under the Housing Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

#### **RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

#### **LOW RISE HOUSING DIVERSITY CODE**

Complying development under the Low Rise Housing Diversity Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

#### **GREENFIELD HOUSING CODE**

Greenfield Housing Code **is not** applicable to this land.

### **HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **GENERAL DEVELOPMENT CODE**

Complying development under the General Development Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development under the Industrial and Business Alterations Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **INDUSTRIAL AND BUSINESS BUILDINGS CODE**

Complying development under the Industrial and Business Buildings Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **CONTAINER RECYCLING FACILITIES CODE**

Complying development under the Container Recycling Facilities Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **SUBDIVISIONS CODE**

Complying development under the Subdivisions Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **DEMOLITION CODE**

Complying development under the Demolition Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may not** be carried out on the land. The land is affected by the requirements for complying development: The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

### **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development under the Agricultural and Farm Stay Accommodation Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 does not apply.

This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The land is affected by specific land conditions:

- The land is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. If the item identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, then restriction applies only to the part of the land that is described and mapped on that instrument.

<b>5</b>	<b>EXEMPT DEVELOPMENT</b>
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**Whether or not the land is land on which exempt development may 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.**

#### **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

<b>6</b>	<b>AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (<i>BUILDING PRODUCT SAFETY ACT 2017</i>)</b>
----------	--

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any 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?

No

1(c) Is there any 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?

No

In this section—

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

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

<b>7</b>	<b>LAND RESERVED FOR ACQUISITION</b>
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Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

<b>8</b>	<b>ROAD WIDENING AND ROAD ALIGNMENT</b>
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(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

<b>9</b>	<b>FLOOD RELATED DEVELOPMENT CONTROLS</b>
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(1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.



(3) In this section—

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

<b>10</b>	<b>COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS</b>
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This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is** affected because:

Acid sulfate class 5.

In this section—

**adopted policy** means a policy adopted—

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

<b>11</b>	<b>BUSH FIRE PRONE LAND</b>
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The information currently available to Council indicates that this land **is not** bushfire prone land (as defined in the Act).

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
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This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

<b>13</b>	<b>MINE SUBSIDENCE</b>
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The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

<b>14</b>	<b>PAPER SUBDIVISION INFORMATION</b>
-----------	--------------------------------------

- (1) The name of any development plan adopted by a relevant authority that:
  - (a) applies to this land or
  - (b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

<b>15</b>	<b>PROPERTY VEGETATION PLANS</b>
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Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

<b>16</b>	<b>BIODIVERSITY STEWARDSHIP SITES</b>
-----------	---------------------------------------

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

<b>17</b>	<b>BIODIVERSITY CERTIFIED LAND</b>
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The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016*.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

<b>18</b>	<b>ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006</b>
-----------	--

Council **has not** been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006*.

NOTE: This advice is based on information provided by the Land and Environment Court

<b>19</b>	<b>ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS</b>
-----------	--

The owner (or any previous owner) of the land 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.

In this section—

**existing coastal protection works** has the same meaning as in the *Local Government Act 1993*, section 553B.

**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.

<b>20</b>	<b>WESTERN SYDNEY AEROTROPOLIS</b>
-----------	------------------------------------

Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
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Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

<b>22</b>	<b>SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING</b>
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Council **is not** aware of there being a valid Site Compatibility Certificate (affordable rental housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

**NOTE**

<b>CONTAMINATED LAND MANAGEMENT ACT 1997</b>
--

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 significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

Karen Hansen  
**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone B4 Mixed Use

State Environmental Planning Policy (Precincts—Regional) 2021 Gosford City Centre

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.
- To encourage a diverse and compatible range of activities, including commercial and retail development, cultural and entertainment facilities, tourism, leisure and recreation facilities, social, education and health services and higher density residential development.
- To allow development in Point Frederick to take advantage of and retain view corridors while avoiding a continuous built edge along the waterfront.
- To create opportunities to improve the public domain and pedestrian links of Gosford City Centre.
- To enliven the Gosford waterfront by allowing a wide range of commercial, retail and residential activities immediately adjacent to it and increase opportunities for more interaction between public and private domains.
- To protect and enhance the scenic qualities and character of Gosford City Centre.

2 Permitted without consent

Nil

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Group homes (transitional); Heavy industrial storage

establishments; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Hospitals; Hostels; Industrial retail outlets; Industries; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Secondary dwellings; Semi-detached dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies



ABN 73 149 644 003  
**Your Ref:** 230058:245665

14 June 2023

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**7/2 Broadview Avenue, GOSFORD NSW 2250  
Lot 7 SP 16709**

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Please find attached a sewer connection plan for the property known as Lot 7 SP 16709  
7/2 Broadview Avenue, Gosford.

It is noted that the attached plan provides details for the property known as Lots 14 & 15  
DP 16709 2 Broadview Avenue, Gosford as this is what the property was previously known  
as.

Should you require any further information regarding this matter, please contact Central  
Coast Council's Customer Services Section on 02 4306 7900.

Yours faithfully

A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.


M Walsh  
**Signed on Behalf of Central Coast Council**

Attachment:



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900  
**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

7/2 Broadview Avenue, GOSFORD NSW 2250  
 Lot 7 SP 16709

 THIS PLAN IS DIAGRAMMATIC ONLY  
 DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL

No. 810 219

**SEWERAGE CONNECTION PLAN**

OWNER Central Raven Dev.

HOUSE No. 2

THIS PLAN IS DIAGRAMMATIC ONLY  
 DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

LOT 74/15 SEC 16709

STREET Broadview Ave

DISTRICT Gosford

All plumbing and draining work must be carried out in accordance with the provisions of Ordinance No. 48, Local Government Act, 1919, and to the satisfaction of the Council.

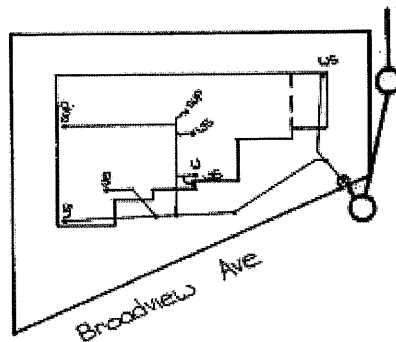
**RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO THE SEWER**

**SYMBOLS AND ABBREVIATIONS**

<input type="checkbox"/> Boundary Trap	<input type="checkbox"/> R Reflux Valve	T Tubs	H Basin
<input type="checkbox"/> Inspection Shaft	— Inspection opening	K Kitchen Sink	S Shower
<input type="checkbox"/> Pit	cV Vert Vertical pipe	W Water Closet	F Floor Waste
<input type="checkbox"/> Gully	oV Vent pipe	B Bath Waste	M Washing Machine
	oSV Soil Vent pipe	oWS Waste Stack	

SCALE 1:500

Distances/Depths in metres; Pipe diameters in millimetres



DRAINAGE - Supervised by <u>D. Clark</u>	DATE	PLUMBER <u>Cleary</u>
PLUMBING - Supervised by		
DRAWN BY - <u>C. Beunt</u>	<u>28-9-87</u>	





ABN 73 149 644 003  
14 June 2023

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**Property:** Lot 7 SP 16709  
7/2 Broadview Avenue, GOSFORD NSW 2250  
**Your Reference:** 230058:245663

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Yours faithfully

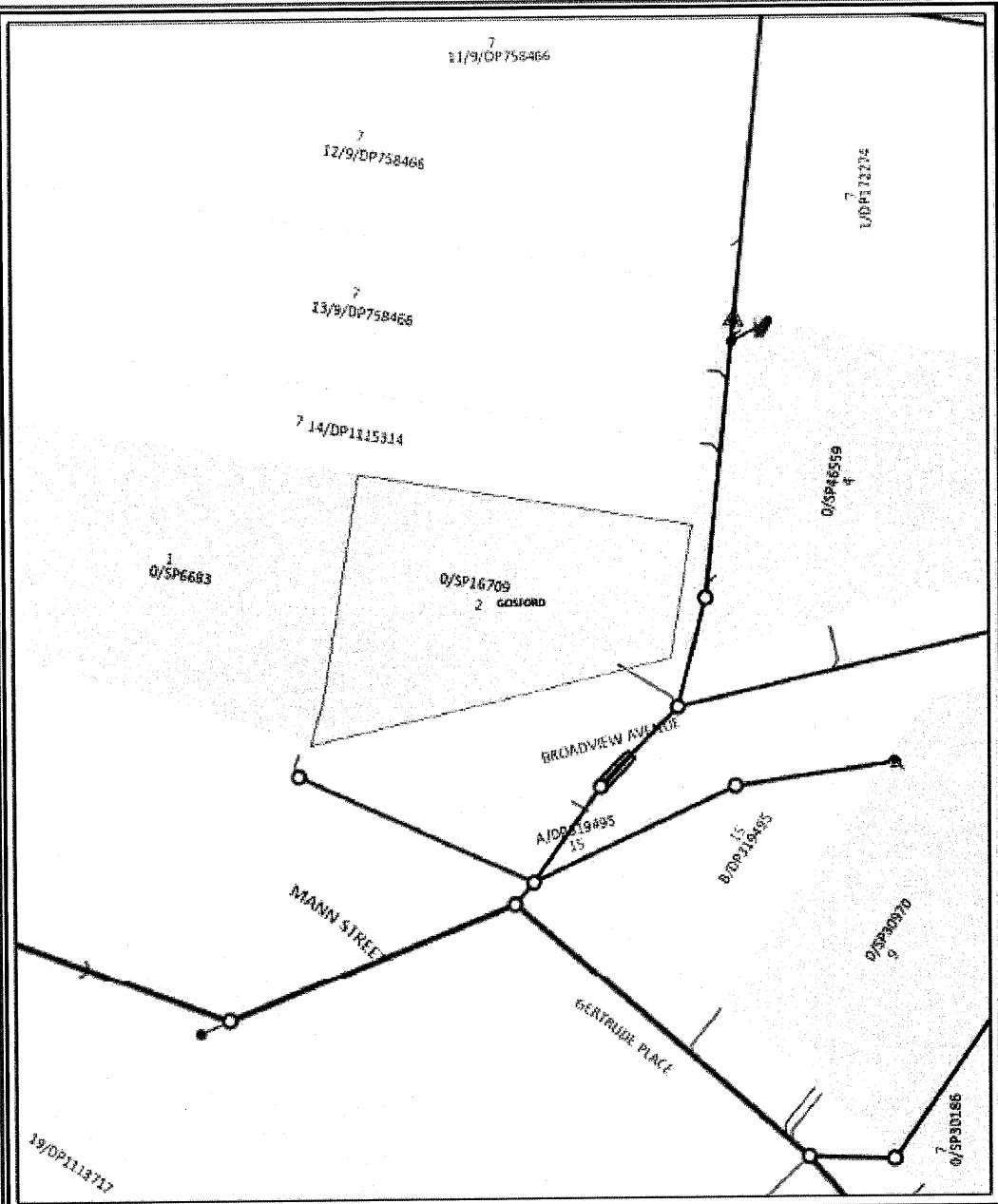
A handwritten signature in black ink, appearing to be "MW", with a long horizontal line extending to the right.

M Walsh  
**Signed on Behalf of Central Coast Council**

Attach



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P:** 02 4306 7900  
**Gosford Office:** 91-99 Mann Street, Gosford – **P:** 02 4306 7900  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003



**Warning Note for Underground Plant Locations**

This plan may not have been updated to take into account changes to boundaries, levels, forms or structures subsequent to the publication of the drawings. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in place at the location and depth shown on the plan. Where it is intended to carry on the existing location of the services, the exact position and depth of the services should be ascertained under the control of the Council. Council does provide an excavation service which may be used in this regard. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be noted accordingly only.

This information is part of the Digital Cadastral Database supplied by the Land and Property Information (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected or whose interests are affected by this information should verify such information by consulting the Department of Finance and Services before acting.



**Central Coast Council  
Sewer Mains Diagram  
Not to Scale**

Issue Date: 14/06/2023

**Legend**

- Access Chamber
- Dead End
- ▲ Lay Pipe
- Sewer Manhole
- ▽ Vacuum Pit
- ✱ Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Regulator Man
- Truss Man
- Reduction Man (Asbestos)
- Edward Main
- Private Rising Man
- Rising Man
- Vacuum Man
- Rising Man (Asbestos)
- Approped Man
- Man Not in Use
- Applicant's Man



Revenue

Enquiry ID 3931245  
Agent ID 81429403  
Issue Date 19 Jun 2023  
Correspondence ID 1767097858  
Your reference 230058

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
S16709/7	Unit 7, 2 BROADVIEW AVE GOSFORD 2250	\$207 853	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2023 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

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

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

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

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **James Albert Deryck Treloar**  
Purchaser:  
Property: 7/1 Broadview Avenue, Gosford NSW 2250  
Dated:

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### Possession & 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? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (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 the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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?

### Survey & Building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. 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.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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? 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? 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*.
16. 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?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
- Affectations, notices and claims**
19. 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 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 the, them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of the land?
    - (iii) any latent defects in the property?
  - (d) Has the vendor any notice or knowledge that the property is affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) 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.
    - (iii) 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?
    - (iv) any sum due to any local or public authority? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?
- Owners corporation management**
20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions
22. If there are any applications or orders under Chapter 5 of the Act, please provide details
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?
- Capacity**
24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions & Transfer**
25. 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.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. 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 completion date.