

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

TERM	MEANING OF TERM	NSW DAN:
Vendor's agent (Name & address)	Faulkner Establishments Pty Limited 61 Victoria Street EAST GOSFORD NSW 2250 Email: richardf@gittoes.com.au	Tel: 0414 960 479 Fax: Ref: Richard Faulkner
Co-agent	Gittoes	
Vendor (Name & address)	Tayla Anne Bramwell 8 Old Mount Penang Road KARIONG NSW 2250	
Vendor's Conveyancer (Name & address)	Westwood Conveyancing 35 Rosamond Street HORNSBY NSW 2077 Email: donna@westwoodconveyancing.com.au	Tel: (02) 9940 4006 Fax: (02) 9940 3398 Ref: Donna Westwood
Date for completion	42 <sup>nd</sup> day after the contract date (clause 15)	
Land (address, plan details and title reference)	8/68 Faunce Street, Gosford Lot: 8 Section: Registered Plan: SP57871 Folio Identifier: 8/SP57871	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: See Page 4 <input checked="" type="checkbox"/> Other documents: See Page 4	

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

Inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input 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 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 (Name & address)				
Purchaser's Conveyancer/Solicitor (Name & address)			Tel: Fax: Ref:	
	Email:			
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**

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

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3):  NO  yesNominated **Electronic Lodgement 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  yesGST: Taxable supply  NO  yes in full  yes to an extentMargin 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 details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's 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 checked="" type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60 Crown Land Licence
<input type="checkbox"/> 28 certificate of compliance	<input type="checkbox"/> 61 approval to operate on-site sewerage system
<input type="checkbox"/> 29 evidence of registration	<input type="checkbox"/> 62 building over sewer letter
<input type="checkbox"/> 30 relevant occupation certificate	<input type="checkbox"/> 63 occupation certificate
<input type="checkbox"/> 31 certificate of non-compliance	<input type="checkbox"/> 64 owner builder permit
<input type="checkbox"/> 32 detailed reasons of non-compliance	<input type="checkbox"/> 65
	<input type="checkbox"/> 66
	<input type="checkbox"/> 67
	<input type="checkbox"/> 68
	<input type="checkbox"/> 69
	<input type="checkbox"/> 70

## HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS - Name, address, email address and telephone number

Platinum Strata Management  
 PO Box 1221  
 GOSFORD NSW 2250

Tel: (02) 4324 9922

Email: [info@platinumstrata.com.au](mailto:info@platinumstrata.com.au)

CERTIFICATE

**PURSUANT TO SECTION 66W OF THE CONVEYANCING ACT 1919**

I, \_\_\_\_\_ (name)

of \_\_\_\_\_ (address)

certify as follows:

1. I am a Licensed Conveyancer/Solicitor currently licensed/admitted to practise in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **8/68 FAUNCE STREET, GOSFORD** from **TAYLA ANNE BRAMWELL** (Vendor) to \_\_\_\_\_ (Purchaser) in order that there is no cooling off period in relation to that contract.
3. I do not act for and am not employed in the firm of a Licensed Conveyancer/Solicitor acting for **TAYLA ANNE BRAMWELL** nor am I a member or employee of a firm of which a Licensed Conveyancer/Solicitor acting for the Vendor is a member or employee.
4. I have explained to \_\_\_\_\_ (Purchaser):
  - (a) the effect of the contract for the purchase of that property;
  - (b) the nature of this certificate; and
  - (c) the effect of giving this certificate to the Vendor, i.e. that there is no cooling off period in relation to the contract.

Dated:

\_\_\_\_\_  
Licensed Conveyancer/Solicitor

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### Cooling off period (purchaser's rights)

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

### DISPUTES

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

### AUCTIONS

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

### WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 *-serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *-serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

## SPECIAL CONDITIONS

### 1. Interpretation

In these special conditions unless the context otherwise requires:

- (a) should there be any conflict or inconsistency with the printed conditions then the special conditions shall prevail;
- (b) all headings are for convenience of reference only and neither form part of the substance of the contract nor the interpretation of any of its provisions whether expressed or implied;
- (c) the singular includes the plural and conversely, words importing one gender include all other genders and the word "person" or "party" includes corporations or any other legal entity;
- (d) reference to any legislation in the contract includes a reference to any corresponding later legislation; and
- (e) if any special conditions have the effect of continuing after completion then the provisions of those special conditions shall not merge on completion.

### 2. Amendments to the 2022 Contract for Sale of Land

The printed clauses of the contract are amended as follows:

- (a) Clause 2.9 - in the third line insert the words "if the contract is completed" before the word "pay" and add to the end of the clause the words "If the deposit is forfeited to the vendor then all interest will be paid to the vendor. If the deposit is refunded to the purchaser then all interest will be paid to the purchaser";
- (b) Clause 7.1.1 - delete;
- (c) Clause 10.1.9 - delete the words "the substance of which is disclosed in this contract" and replace with the words "the existence of which is noted on any document attached to this contract";
- (d) Clause 10.1.10 insert the words "For the purposes of this Clause 10 the vendor discloses all of the material appearing in the copy documents attached to the contract whether specified on page 4 of the contract or not and all material so appearing is deemed to have been disclosed in substance in the contract";
- (e) Clause 16.4 - add the words "and in the event that monies are being paid on completion to clear the charge, the purchaser will accept the clear land tax certificate within 3 business days following completion"; and
- (f) Clauses 23.13 & 23.14 - the words "7 days" is amended to read "3 days".

### 3. State of Repair of Property

The property together with all improvements thereon and all furnishings and chattels included and any services, facilities and installations provided to the property are sold in their present condition, state of repair and position including any infestation or dilapidation with all latent and patent faults and defects. The purchaser acknowledges that they are purchasing the property, improvements, inclusions, services, facilities and installations aforesaid relying on its own inspection, knowledge and enquiries and they do not rely wholly or partly on any statement, representation or warranty made to them by or on behalf of the vendor other than what is set out in the contract. The purchaser shall not be entitled to make any requisition, objection, claim for compensation, rescind, terminate or call upon the vendor to carry out repairs whatsoever in relation to the property, improvements, inclusions, services, facilities or installations as aforesaid.

#### **4. Delayed Completion**

Notwithstanding anything herein contained, it is an essential term of the contract that if completion is delayed due to the default of the purchaser, then the vendor is entitled to recover from the purchaser as liquidated damages payable on completion:

- (a) interest on the balance of the purchase price at a rate of 12% per annum calculated on a daily basis commencing from the day immediately after the completion date until the day completion actually takes place; and
- (b) the sum of \$165.00 (including GST) for each time settlement needs rescheduling due to the delay by the purchaser.

#### **5. Notice to Complete**

If completion does not occur by the completion date then it is agreed that either party (not then being in default under the contract) shall have the right to serve on the other a notice in writing requiring completion to take place within fourteen (14) days of the date of service of such notice. Following service of the notice, time is deemed to be of the essence for the purposes of completion. The party serving the notice to complete reserves the right to withdraw the notice and issue further notices to complete. If the vendor serves a notice to complete then the vendor is entitled to recover from the purchaser by way of an adjustment on completion the sum of \$330.00 (including GST).

#### **6. Incapacity to Complete**

Without in any manner negating, limiting or restricting any right or remedies which would have been available to either party at law or in equity if this special condition had not been included herein, then should either party (or any one of the persons included in the expression "either party") prior to completion:

- (a) die or become mentally ill, then the other party may rescind this contract by notice in writing forwarded to the licenced conveyancer named as the party's licensed conveyancer in this contract and thereupon this contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have an application for winding up of either party presented or enter into any scheme or arrangement with its creditors or should any liquidator or receiver or official manager be appointed in respect of either party then that party shall be deemed to be in default in an essential respect.

#### **7. Real Estate Agent**

The purchaser warrants that they were not introduced to the property or to the vendor by any real estate agent or other person entitled to claim a commission as a result of this sale other than the real estate agent (if any) listed on the front page of the contract. In the event that the purchaser is in breach of this warranty then the purchaser shall indemnify and keep indemnified the vendor against any claim for commission by any real estate agent or other person arising out of any such introduction of the purchaser other than the real estate agent (if any) referred to on the front page of the contract and against all claims and expenses (both on a party and party and solicitor and client basis) of and incidental to the defence and determination of any such claim made against the vendor. The provisions of this special condition shall not merge on completion.

#### **8. Partly Paid Deposit on Exchange**

The parties acknowledge that the full deposit payable under the contract is 10% of the price. If the vendor agrees to accept part payment of the deposit being an amount that is less than 10% of the price on the making of the contract and the vendor becomes entitled to forfeit the deposit, then the purchaser will immediately upon demand pay to the vendor the different between 10% of the price and the amount of the deposit that is actually paid by the purchaser.

**9. Deposit Release for Vendor's Purchase**

The parties agree and the purchaser irrevocably authorises that the deposit monies paid shall be released to the vendor to enable payment of a deposit or stamp duty on the purchase of an alternate property provided that any amount released shall be held by a licensed real estate agent, licenced conveyancer, solicitor or the Revenue NSW until settlement and is not further released. Written authority by the purchaser or their representative is not required to release the deposit and this special condition is an essential term of the contract.

**10. Deposit Release for Completion**

If the vendor requires the deposit to be available on completion, then the purchaser authorises to make available the deposit, or so much as may be required by the vendor, in readiness for completion for the purpose of releasing the property from any mortgage, charge or other encumbrance secured over the property or for the purpose of effecting completion of the vendor's purchase of an alternate property.

**11. Residency**

The purchaser warrants that they are ordinarily a resident in Australia within the meaning of the *Foreign Takeovers Act, 1975 (Cth)* and that the provisions of that Act requiring the obtaining of consent to this transaction does not apply to the purchaser and to this purchase. In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or costs which may be incurred by the vendor as a consequence thereof. The provisions of this special condition shall not merge on completion.

**12. Adjustments**

The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations then the parties agree to correct such error and to reimburse each other accordingly within 5 business days of written notification from either party. The provisions of this special condition shall not merge on completion.

**13. Guarantee**

In the event the purchaser is a company then the directors thereof and each of them in consideration of the vendor entering into this contract and by their execution hereof covenant and agree with the vendor and their successors that in the event that the purchaser shall fail to complete this contract pursuant to the terms and conditions hereof on the part of the purchaser to be observed and performed then the said directors as guarantors and each of them shall indemnify the vendor and their successors against all losses, damages, costs, expenses, claims, demands or otherwise whatsoever which may be incurred or suffered by the vendor by reason of or arising from any default on the part of the purchaser under this contract and the observance and performance by the purchaser of any of its obligations and responsibilities hereunder. The provisions of this special condition shall not merge on completion.



## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

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### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property 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. In respect of the property and the common property:
  - (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 or the common property?
17. In relation to any swimming pool on the property or the parcel:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 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 of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any 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 recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass 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 Part 12 or Part 13 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.

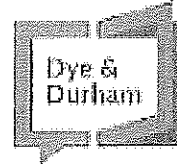
**Requisitions and transfer**

25. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. 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.



LAND  
REGISTRY  
SERVICES

Order number: 83076524  
Your Reference: 224018 - Shields & Bramwell Sale  
28/02/24 09:33



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP57871

SEARCH DATE	TIME	EDITION NO	DATE
28/2/2024	9:32 AM	5	6/9/2017

LAND

LOT 8 IN STRATA PLAN 57871  
AT WEST GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

TAYLA ANNE BRAMWELL (T AM705034)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP57871
- 2 AM705035 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 28/2/2024

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

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Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.



LAND  
REGISTRY  
SERVICES

Order number: 83076524  
Your Reference: 224018 - Shields & Bramwell Sale  
28/02/24 09:33



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP57871

SEARCH DATE	TIME	EDITION NO	DATE
28/2/2024	9:33 AM	2	11/4/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 57871  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WEST GOSFORD  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SHEET 1 SP57871

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 57871  
ADDRESS FOR SERVICE OF DOCUMENTS:  
PLATINUM STRATA MANAGEMENT  
PO BOX 415  
MILSONS POINT 1565

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K196548 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 K350807 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 K607312 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 AP173429 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900
- 6 AP173431 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP173431 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 14)

STRATA PLAN 57871

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 1	2	- 1	3	- 1	4	- 1
5	- 1	6	- 1	7	- 1	8	- 1
9	- 1	10	- 1	11	- 1	12	- 1
13	- 1	14	- 1				

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 28/2/2024

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP57871

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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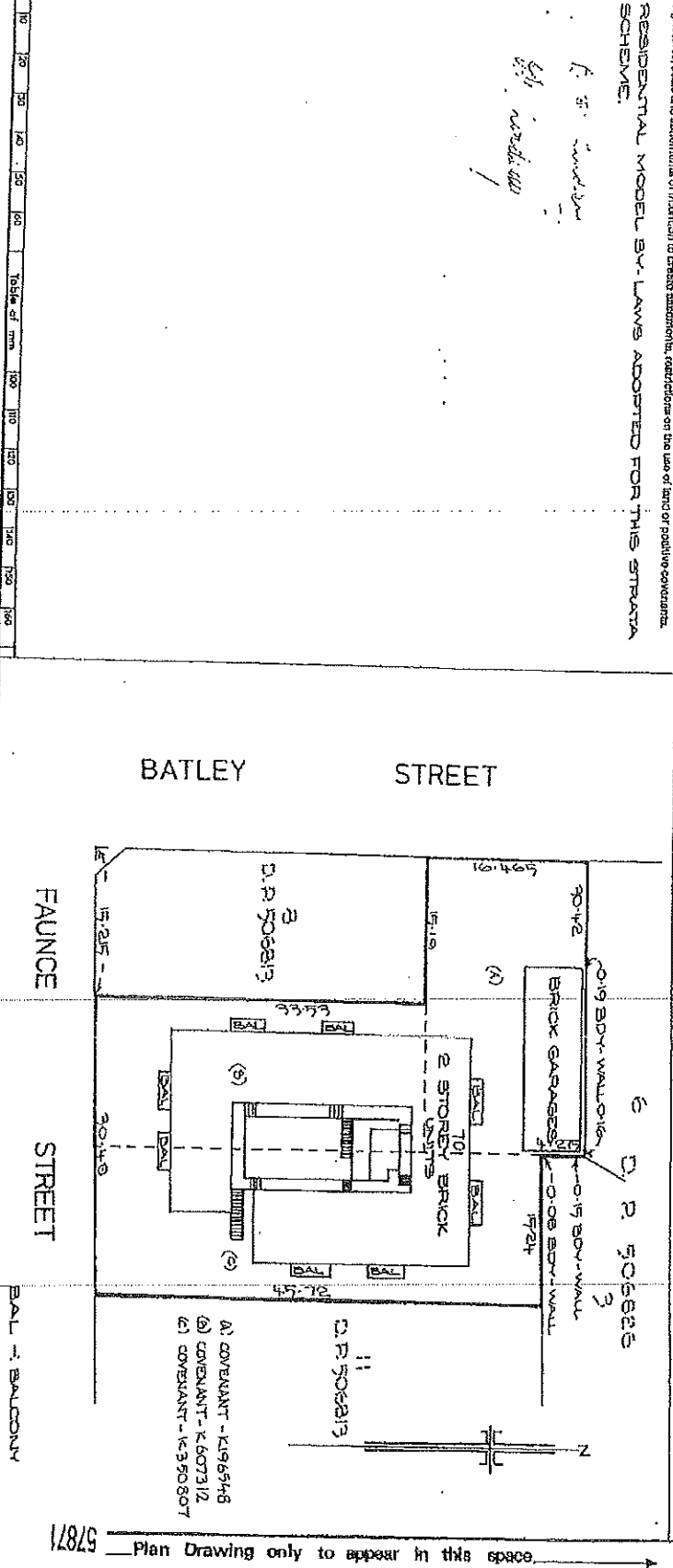
Dye & Durham Property Pty Ltd an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with section 96B(2) of the Real Property Act 1900.

FORM 1

WARNING: CEASING OR FOLDING WILL LEAD TO REJECTION

\*OFFICE USE ONLY

<p><b>COUNCIL CERTIFICATE</b></p> <p>The Council of the City of Newcastle, being a Council of the Local Government Area of the City of Newcastle, has resolved that the proposed subdivision of land shown on the plan of subdivision of land known as <b>PLAN OF SUBDIVISION OF LOTS 9 &amp; 10 D.P. 506213</b> is in accordance with the provisions of the Planning Act 1981 and the provisions of the Planning (Development) Regulations 1987.</p> <p>The Council has resolved that the proposed subdivision of land is in accordance with the provisions of the Planning Act 1981 and the provisions of the Planning (Development) Regulations 1987.</p> <p>The Council has resolved that the proposed subdivision of land is in accordance with the provisions of the Planning Act 1981 and the provisions of the Planning (Development) Regulations 1987.</p> <p>Date: 12.11.98        Mayor: [Signature]        Deputy Mayor: [Signature]</p>		<p><b>SUBDIVISION CERTIFICATE</b></p> <p><b>1. LEGAL, ALIAS, UNALIAS</b></p> <p><b>2. REGISTERED, UNREGISTERED</b></p> <p><b>3. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>4. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>5. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>6. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>7. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>8. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>9. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>10. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>11. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>12. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>13. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>14. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>15. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>16. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>17. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>18. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>19. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>20. REGISTERED, ALIAS, UNREGISTERED</b></p> <p><b>21. 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<p>Signature, seal and stamp of a person to create subdivision, restrictions on the use of land or positive covenants.</p> <p><b>RESIDENTIAL MODEL BY-LAWS ADOPTED FOR THIS STRATA SCHEME:</b></p> <p>A. S. [Signature]        B. [Signature]</p>		<p>Name of, and address for service of notices on, the body corporate        Address required on original strata plan only.</p> <p><b>THE OWNERS STRATA PLAN NO 57871        70 FAUNCE ST,        WEST GOSFORD 2250</b></p>		<p><b>STRATA PLAN 57871</b></p> <p>Registered: [Stamp] 22.9.1998        CA: N 6571 OF 12.7.1983.        Purpose: STRATA PLAN        Ref. Map: U2797-93 #        Use Plan: D.P. 506213 &amp; D.P. 506213</p>	
<p>PLAN OF LOT 7, D.P. 506213 &amp; LOTS 9 &amp; 10 D.P. 506213</p> <p>Address: GOSFORD        Locality: WEST GOSFORD        County: NORTHUMBERLAND        Parish: GOSFORD        Reduction Ratio: 1:400        Lengths are in metres</p>		<p>Reduction Ratio: 1:400</p> <p>Lengths are in metres</p>			



STRATA PLAN REFERENCE: 4-2884-1

Plan Drawing only to appear in this space

57871



FORM 2

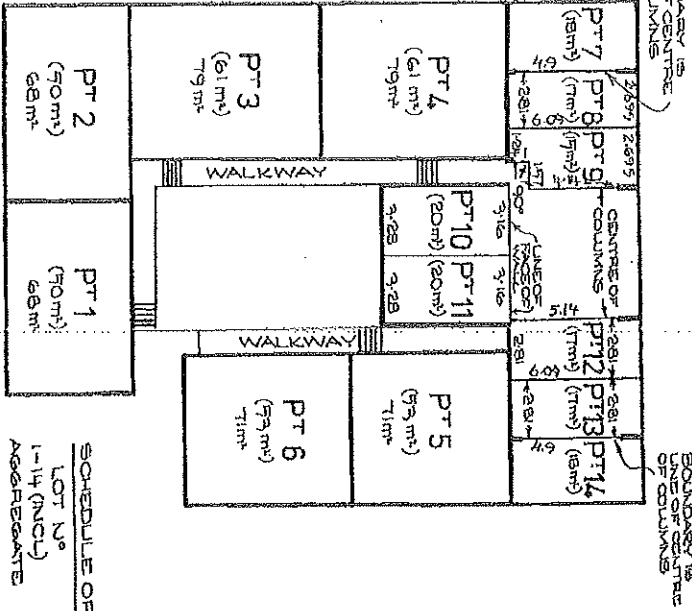
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets

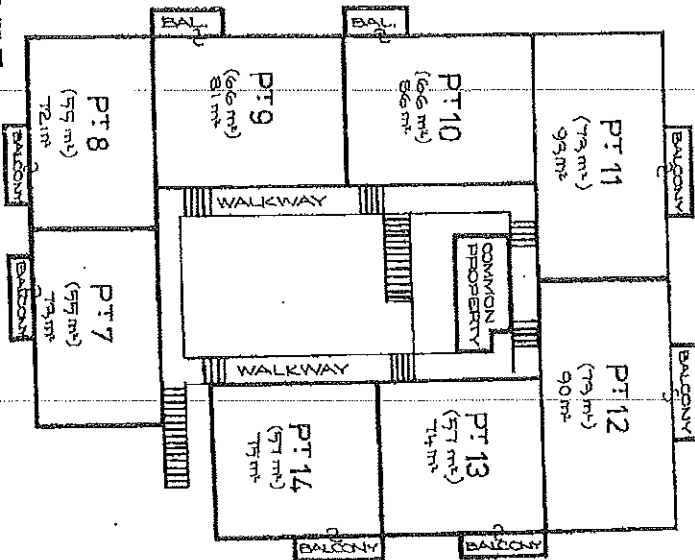
STRATA PLAN 57871

GROUND FLOOR

304	305	305	305	305	305	305
PT 1	PT 2	PT 3	PT 4	PT 5	PT 6	
(18m <sup>2</sup> )	(18m <sup>2</sup> )	(18m <sup>2</sup> )	(18m <sup>2</sup> )	(18m <sup>2</sup> )	(18m <sup>2</sup> )	
LINE OF EDGE OF ROOF						



FIRST FLOOR



SCHEDULE OF UNIT ENTITLEMENT  
 LOT No 1-14 (NOC)  
 UNIT ENTITLEMENT 1 EACH  
 AGGREGATE 14

Reduction Ratio 1: 200

WHERE NOT COVERED THE  
 STRUTUM OF A BALCONY IS  
 LIMITED TO A HEIGHT OF 2.15  
 ABOVE THE UPPER SURFACE  
 OF THAT BALCONY.  
 Lengths are in metres

*Philip Young*  
 Surveyor Registered under Singapore Act 1880

*W. S. ...*  
 Chartered Accountant/Auditor/Person

SURVIVOR'S REFERENCE: L/28814-2

57871

\*OFFICE USE ONLY



MORANDUM OF TRANSFER  
REAL PROPERTY ACT, 1924

WALTER ROTHEN HOLCOMBE

1965 48  
DEC 16 AM 10:58  
Lodged  
Endorsed  
20/12/65  
P. R. H.

1. The Registrar General of North Wales  
2. The Registrar General of the County of Glamorgan  
3. The Registrar General of the County of Glamorgan  
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93. The Registrar General of the County of Glamorgan  
94. The Registrar General of the County of Glamorgan  
95. The Registrar General of the County of Glamorgan  
96. The Registrar General of the County of Glamorgan  
97. The Registrar General of the County of Glamorgan  
98. The Registrar General of the County of Glamorgan  
99. The Registrar General of the County of Glamorgan  
100. The Registrar General of the County of Glamorgan

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described  
subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of  
One thousand seven hundred and seventy three pounds  
(£1,773.0.0) (the receipt whereof is hereby acknowledged) paid to me by

COLIN LESLIE MILLER and  
HILDA KATHLEEN MILLER  
do hereby transfer to  
COLIN LESLIE MILLER of 26 Melbourne Street, East Gosford and  
HILDA KATHLEEN MILLER his wife,  
(herein called transferees) as Joint Tenants.

And such by Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Volume or Part	Vol.	Fol.	
Northumberland	Gosford	Whole	10071	56 & 57	

The transferees covenant for themselves and their successors in title with the transferor his executors administrators and assigns for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the transferor his executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the transferor his executors administrators or assigns and in favour of any person dealing with the transferees or their assigns such consent shall be deemed to have been given in respect of any such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES &c. REFERRED TO

Subject to the Reservations and conditions contained in the Original Crown Grant.  
Subject to Section 604 of the Local Government Act 1919.

Signed at Gosford on the 16th day of December, 1965.  
Signed in my presence by the transferor  
who is personally known to me  
Walter R. Holcombe  
Registrar

Signed  
Signed in my presence by the transferees  
who is personally known to me  
C. L. Miller  
H. K. Miller  
Transferees

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

If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each duplicate and the attestation of non-rotation on back of form signed by the attorney before a witness.  
Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person guilty of negligence who signs a certificate in a capacity of Solicitor or Conveyancer by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name and not that of his firm) is permitted only when the signature of the Transferor cannot be obtained without duress, and when the instrument does not involve a liability of the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must sign personally.  
No alteration should be made by erasure. The words referred should be scored through with the pen, and those substituted written over them, the alteration being attested by signature or initials in the margin, as indicated in the attestation.  
W. 114

N114620

W. F. FINCHAM & PALMER  
 LODGED BY SOLICITORS  
 Addressed 4 FIFTY STREET  
 Phone No. 277466  
 SYDNEY

K 196548

**PARTIAL DISCHARGE OF MORTGAGE**  
 (N.B.—Before execution read original note)

mortgage under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

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

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

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

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH
	Subject to contract	To be filed in by person lodging drafts
Checked by	Pastor's entered in Register Book	Received Date
<i>[Signature]</i>	21.12.1965	Res.
Passed (in S.D.B.) by	<i>[Signature]</i>	Registering Clerk
Signed by	<i>[Signature]</i>	<i>[Signature]</i>
	Registrar General	<i>[Signature]</i>

**PROGRESS RECORD**

	Initial	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Sent to Registrar		
Chapellains Clerk		

THIS  
 is to certify that the within instrument is a true and correct copy of the original as the same was presented to me for registration and that the same has been duly registered in the Miscellaneous Register under the authority of which it was executed.



MEMORANDUM OF TRANSFER  
 (REAL PROPERTY ACT, 1900)

R.P. No. **M 350807**



**WALTON ROYTON HOLCOMBE**, of Narara,  
 Grazian,

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, leases and interests as are notified hereunder, in consideration of **ONE THOUSAND EIGHT HUNDRED AND FIFTY POUNDS THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3700)** (1850/0/1) (the receipt whereof is hereby acknowledged) paid to me by

**LEO BYLVESTER FROST and BLAINE MARGARET FROST** do hereby transfer to  
**LEO BYLVESTER FROST** of Lot 10 Faunce Street, Gosford, Carrier and  
**BLAINE MARGARET FROST**, his wife,  
 (herein called transferees) as joint tenants

All such my Estate and Interest in And, the land mentioned in the schedule following:

County	Parish	Boundaries to this			Description of Land (if any)
		Whole Part	Yd	Fd	
Northumberland	Gosford	Whole	10071	60	

ENCUMBRANCES, &c, REFERRED TO  
 Reservations and conditions if any contained in the Crown Grant  
 Subject to Section 604 of the Local Government Act 1919, as amended

Signed at Gosford the 18th day of May 1985  
 Signed in my presence by the proprietor  
 WHO IS PERSONALLY KNOWN TO ME  
*[Signature]*  
 Transferor

Signed  
 Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
*[Signature]*  
 Transferee

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
*[Signature]*  
 Solicitor for the Transferees whose signatures cannot be obtained without assent and consent

*[Vertical text on the left margin, partially obscured and difficult to read]*

*[Small print at the bottom of the document, including legal notices and references to the Real Property Act 1900]*

115 110 N.H.S.

350807

LODGED BY \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**  
 (N.D. - Before execution read paragraph note)

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

This discharge is appropriate by transfer of part of the land in the Mortgage. The mortgage should be cancelled a formal discharge where the land registered in the books of the Registrar of the land in the Registrar of Titles or Crown Grant or in the books of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

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

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 Signed in the presence of \_\_\_\_\_

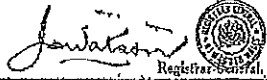
Strike out unnecessary words. Add any other words necessary to show that this power is effective.

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

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ and declared that he personally knows the person signing the same, and whose signature thereto he has attested; and that the same purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_ over handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or other person empowered for the purpose by the Registrar-General. Not required if the instrument itself is signed or attested before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED <input checked="" type="checkbox"/>	MEMORANDUM OF TRANSFER <i>Subject to comment</i>	DOCUMENTS LODGED HEREWITH To be filled in by person lodging draft	
	Checked by <i>Ala</i>	1. _____	4. _____
	Particulars entered in Register Book Volume <u>10071</u> Folio <u>60</u>	2. _____	5. _____
	Passed (in S.D.B.) by _____	3. _____	6. _____
on _____ <u>10-6-1966</u>	Received Docs. No. _____		
Signed by <i>aw</i>	Received by Clerk _____		
 Registrar General			

**PROGRESS RECORD**

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

**FEES**

- The fees, which are payable on lodgment, are as follows:-
- (a) £2.00. (b) when the mortgage is transferred to the Registrar of Titles or Crown Grant, otherwise 3% (where such instrument is to be entered on the title) or the value of the land, at additional charges of £2.00 for every certificate of Title or Crown Grant after the first.
  - (c) A supplementary charge of £1.00 each in each of the following:-
    - (i) when a restrictive covenant is imposed or
    - (ii) a new easement is created or
    - (iii) a partial discharge of mortgage is entered on the transfer.

And the Transferee for himself and his successors in title covenants with the Transferor his executors administrators and assigns for the benefit of the adjoining lands owned by the Transferor, but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to be divided from the adjoining land without the consent of the Transferor his executors administrators or assigns but such consent will not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns and consent will have deemed to have been given in respect of every such fence for the time being erected. AND this restriction may be released varied or modified by the owners of such adjoining land.

Signed at London the 18<sup>th</sup> day of May 1966.

Signed in my presence by the transferor

who is personally known to me

*[Signature]*  
Transferor

Signed

*[Signature]*  
Witness

Signed in my presence by the transferee

who is personally known to me

*[Signature]*  
Transferee

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

*[Signature]*  
Witness

**B**



New South Wales  
**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900)

NEW SOUTH WALES  
 11:20  
 \$=00.75  
 STAMP DUTY

R.P. 12A

Fees:-  
 Lodgment  
 Endorsement

*Handwritten:* 11/20  
 7/3

I, WALTER HUTTON HOLCOMBE of Narara, Grazier

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

This must not be distorted in the transfer.

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

If a less estate, state and in fee simple and include the required notation.

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, *(herein called transferor)*  
 however, to such encumbrances, liens and interests as are notified hereunder, in consideration of THE THOUSAND FIVE HUNDRED DOLLARS

( \$2,500.00 ) (the receipt whereof is hereby acknowledged) paid to me by

NOEL LESLIE HONG

do hereby transfer to

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

NOEL LESLIE HONG of 68 Faunce Street, Gosford, Railway Employee  
*(herein called transferee)*

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

The description may refer to the defined residue of the land in a will or to a grant (as And being residue after transfer under 2) or may refer to parcels shown in Town or Parish Maps listed by the Department of Lands of New South Wales in the Office of the Registrar General (e.g. and being Lot 222222 D.P. 12345).  
 Unless authorised by Reg. 33, Conveyancing Act, New South Wales, 1919, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Designation of Land (if part only)
		Whole or Part	Vol.	Fol.	
Northumberland	Gosford	Whole	10071	59	

*Handwritten:* N18941

**Additional covenants (y) with the transferee**

The transferor and his assigns hereby for the benefit of the adjoining land only during the ownership thereof by the transferor and his assigns covenants with the transferee and his assigns that no fence shall be erected on the land hereby conveyed or transferred to divide it from such adjoining land without the consent of the transferor or his assigns but such consent shall not be withheld if such fence is erected without expense to the transferor and his assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

d Strike out if unnecessary, or not applicable

(1) If any covenants are to be created or any exceptions to be made; or

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

Covenants should comply with the provisions of Section 83 of the Conveyancing Act, 1919.

- (i) The burden of this covenant shall be borne by the property hereby transferred.
- (ii) The benefit of this covenant is appurtenant to the whole of the land in P.P. 50613 with the exception of the land hereby transferred.
- (iii) This covenant may be transferred varied or modified by the transferee or his assigns.

**ENCUMBRANCES, &c., REFERRED TO:**

- 1. Reservations and conditions, if any, contained in the Crown Grant.
- 2. The registered proprietor holds subject to Section 604 Local Government Act 1919.

\* A very short note will suffice.

K 114-2



Ref:PY-PHILIPYOUNG-Liberant /Src:H

If the Transferee or Transferees dies by a test, the instrument may state that the instrument was paid over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved where the instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the transferee is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 112 (1) of the Real Property Act should sign the certificate at the foot of this page.

Signed at *Bydney* <sup>Nor</sup> the *3rd* day of *March* 19 *67*.  
Signed in my presence by the transferee }  
WHO IS PERSONALLY KNOWN TO ME } *Arthur R. Holcombe*  
Transferor.

Signed in my presence by the transferee }  
WHO IS PERSONALLY KNOWN TO ME } *M. J. S. ...*  
Transferee(s).

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

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.  
(To be signed at the time of executing the within instrument.)

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

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

CERTIFICATE OF I.P. & CO., TAKING DECLARATION OF ATTESTING WITNESS.

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

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

† P.A.A. - Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and neither any person feigned or negligently certified to be a party, nor to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of the firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking order. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. K-607312      HICKSON LAKEMAN & HOLCOMB<sup>1</sup>  
 Lodged by SOLICITORS,  
 Address 42 RIVER STREET,  
 SYDNEY,  
 Phone No. 25-5381 - 25-5311

**PARTIAL DISCHARGE OF MORTGAGE!**  
 (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims  
 thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
 in such mortgage.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_  
 who is personally known to me \_\_\_\_\_

Mortgagee.

**DOCUMENTS LODGED HEREWITH**  
 To be filled in by person lodging dealing

1. _____	Received Dow.
2. _____	
3. _____	Nos.
4. _____	
5. _____	Receiving Clerk
6. _____	
7. _____	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>[Signature]</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book  10. 3. 1967
Passed (in S.D.B.) by	at 10Am
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

**PROGRESS RECORD**

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

APPLICATION FOR REPLACEMENT CERTIFICATE OF TITLE New South Wales s111 Real Property Act 1900



AP173429L

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) CERTIFICATE OF TITLE For which a replacement is requested: insert the folio identifier (number) only CP/SP 57871

(B) LODGED BY Document Collection Box Name, Address or DX, Telephone, and Customer Account Number if any PLATINUM STRATA MANAGEMENT PO Box 415 MILSONS POINT NSW 1565 PH 02 9922 4117 Reference (optional): CP/SP57871 CODE PV

(C) REGISTERED PROPRIETOR Insert the names of all the registered proprietors OWNERS CORPORATION SP 57871

(D) APPLICANT ~~PLATINUM STRATA MANAGEMENT~~ OWNERS CORPORATION SP.57871

(E) The certificate of title referred to above has been [tick one]--- [X] mislaid [ ] destroyed [ ] stolen [ ] damaged or defaced.

(F) The applicant [tick the applicable item(s)]--- [ ] is a private person who is a registered proprietor of the land in the certificate of title [X] is a corporation which is a registered proprietor of the land in the certificate of title [ ] is a lending institution having a registered first mortgage over the land in the certificate of title [ ] had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is--- [ ] a lending institution not having a registered first mortgage over the land in the certificate of title [ ] a trustee institution [ ] a legal practitioner [ ] a licensed conveyancer.

[X] [If other, specify]: OWNERS CORPORATION SP 57871 Strata Manager

The applicant hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 08 / 04 / 2019 dd mm yyyy

(G) I certify that I am an eligible witness and that the applicant signed this dealing in my presence. [See note\* below].

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

Signature of witness:

Signature of applicant:

Name of witness:

Address of witness:

Daytime telephone number of witness: \*

PLEASE NOTE: Failure to comply with any relevant instruction contained in the Registrar General's Directions will lead to rejection of this application.

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

\* The witness may be contacted to verify the signing.

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

Form 10-1221

# Statutory Declaration

New South Wales, Oaths Act 1900, Eighth Schedule

I, Peter Gawne of Platinum Strata Management Shop 1B 48-50 Alfred St Milsons Point, , solemnly and sincerely declare that ---

the CT for the Owners Corporation SP57871 was misplaced prior to us obtaining handover of documents

and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at [place] MILSONS POINT

in [State or Territory] NSW on [date] 8 APRIL 2019

in the presence of [full name] JANE ELIZABETH BARNETT

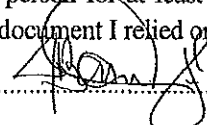
of [residential address] LEVEL 5 1 NORTHCLIFF ST MILSONS POINT

Justice of the Peace (J.P. Number 147561 )  Practising Solicitor

Other qualified witness [specify] .....

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR ~~I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification<sup>1</sup> for not removing the covering;~~ and
2. ~~I have known the person for at least 12 months OR~~ I have confirmed the person's identity using an identification document and the document I relied on was a NSW DRIVERS LICENSE 2522WC [Omit ID No.]

Signature of witness:  147501 Signature of declarant: .....

\* Cross out the words which do not apply.

<sup>1</sup> The only "special justification" for not removing a face covering is a legitimate medical reason (at September 2018)

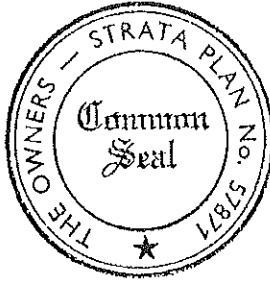
**Approved Form 23**

**Updated September 2016**

Attestation The common seal of the Owners - Strata Plan No <sup>51871</sup>..... was affixed on 08/04/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: Peter Gawne ..... Authority: Strata Manager

Signature:..... Name:..... Authority:.....



Form: 15CH  
Release: 2.1

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



**AP173431A**

**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/SP57871			
	(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any Platinum Strata Management PO Box 415 MILSONS POINT NSW Reference: CP/SP57871</td> <td>CODE  <b>CH</b></td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Platinum Strata Management PO Box 415 MILSONS POINT NSW Reference: CP/SP57871
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Platinum Strata Management PO Box 415 MILSONS POINT NSW Reference: CP/SP57871	CODE  <b>CH</b>		

- (C) The Owners-Strata Plan No. 57871 certify that a special resolution was passed on 16/10/2018
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. Model ByLaws  
Added by-law No. Model ByLaws, Special ByLaw 1 & 2  
Amended by-law No.  
as fully set out below:  
Please see annexure "A"

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

(G) The seal of The Owners-Strata Plan No. 57871 was affixed on 8/4/2019 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *Debbie Gawne*  
Name: Debbie Gawne  
Authority: Strata Manager

Signature:  
Name:  
Authority:



SP57871

Annexure A

## 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

## 2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

- (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.

(2) 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.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) 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 clause (1) 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 clause (1) that forms part of the common property and that services the lot.

## 3 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.

## 4 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.

## 5 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

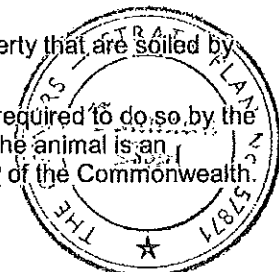
(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

- (a) keep the animal within the lot, and

- (b) supervise the animal when it is on the common property, and

- (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.



## 6 Noise

An owner or occupier of a lot, or any invitee of 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.

## 7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of 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.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) 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, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

## 8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

## 9 Smoke penetration

1.2 If there is any inconsistency between any by-laws applicable to the strata scheme and this by-law, then the provisions of this by-law shall prevail to the extent of that inconsistency.

### PART 1.3 COMPLIANCE

1.3 Notwithstanding anything contained in the bylaws applicable to the strata scheme all Owners, occupiers and invitees are subject to the restrictions outlined in Part 3 of this by-law.

### PART 2 DEFINITIONS & INTERPRETATION

2.1 In this by-law, unless the context otherwise requires.

a) Act means the Strata Schemes Management Act 2015

b) Lot means any lot in strata plan <<PlanNumber>>

c) Owner means the owner of the lot from time to time

d) Owners Corporation means the owners corporation constitute by the registration of strata plan <<PlanNumber>>

e) Smoke or Smoking means burning and/or inhaling tobacco by means of cigarettes (including roll your-own tobacco) cigars and any other means.

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

a) The singular includes plural and vice versa

b) Any gender includes the other gender

c) Any terms the by-law will have the same meaning as those defined in the Act.

d) References to legislation include references to amending and replacing legislation.

### PART 3

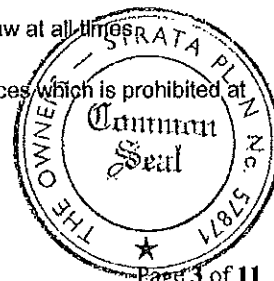
#### RESTRICTIONS ON SMOKING

3.1 Smoking is prohibited anywhere on or about common property at all times.

3.2 Smoking is prohibited anywhere on or about the Lot at all times where it interferes with reasonable enjoyment of another Lot or common property.

3.3 An Owner or occupier must ensure that their invites comply with the restrictions of this by-law at all times

3.4 For the avoidance of doubt this by-law does not apply to the smoking of prohibited substances which is prohibited at all times by the Crimes Act 1900.





## 10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## 11 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.

## 12 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 clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

## 13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## 14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

"washing" includes any clothing, towel, bedding or other article of a similar type.

## 15 Disposal of waste-shared bins [applicable where bins are shared by lots]

(1) 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.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

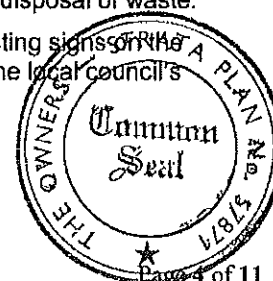
(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:



"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

#### 16 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
  - (a) a change 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),
  - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

#### 17 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

#### 18 Noticeboard

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

#### Special By-Law No. 1 By-Law for Minor Renovation Works

##### Part 1 Definitions and Interpretation

1.1 In this by-law:

- (a) "Act" means the *Strata Schemes Management Act 2015*.
- (b) "Council" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
- (c) "Exclusive Use Area" means the common property area(s) reasonably required to keep the Works.
- (d) "Insurance" means:
  - (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000);
  - (ii) insurance required under the *Home Building Act 1989*, if required; and
  - (iii) workers' compensation insurance, if required.
- (e) "Lot" means a lot in Strata Plan No. Plan No 57871.
- (f) "Owner" means the owner of the Lot from time to time and that owner's successors in title.
- (g) "Owners Corporation" means the owners corporation created by the registration of strata plan no. Plan No 57871.
- (h) "Regulations" means the *Strata Schemes Management Regulation 2016*.



- (i) **"Strata Committee"** means the strata committee appointed by the Owners Corporation in general meeting from time to time pursuant to section 29 of the Act.
- (j) **"Strata Scheme"** means the strata scheme in respect of which this by-law applies.
- (k) **"Works"** means the minor renovation works for the purposes of section 110 of the Act including, but not limited to, the following types of works:
  - (i) installation or renovating of a kitchen, bathroom, or toilet;
  - (ii) changing recessed light fittings;
  - (iii) installing or replacing hard wood floors and/or removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
  - (iv) installing or replacing wiring or cabling or power or access points;
  - (v) work involving reconfiguring walls;
  - (vi) installing a reverse cycle split system air conditioner;
  - (vii) installing ceiling insulation;
  - (viii) installing a false ceiling;
  - (ix) installing a suspended ceiling;
  - (x) installing smoke detectors either battery operated or hard wired;
  - (xi) installing ceiling downlights; and
  - (xii) any other work prescribed by section 110 of the Act or clause 28 of the Regulations from time to time;

but does not include works which involve structural changes, the movement or relocation of plumbing, the removal and replacement of floor or wall tiles, changes to the external appearance of a lot, waterproofing or replacement of waterproof membranes.

1.2 In this by-law:

- (a) references to any statutory or like provisions include any statutory or like provisions amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine, feminine or neuter gender include both of the other two genders;
- (d) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that legislation unless a contrary intention is expressed in this by-law; and
- (e) if there is any inconsistency between this by-law and any other by-law applicable to the Strata Scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

**Part 2**  
**Grant of Special Privilege and Exclusive Use**

2.1 Subject to compliance with the conditions referred to in Part 3 of this by-law, the Owner:

- (a) is authorised by the Owners Corporation pursuant to section 110 of the Act to undertake the Works;
- (b) is granted the special privilege to undertake the Works and to keep the Works in the Exclusive Use Area; and
- (c) has exclusive use of the Exclusive Use Area.

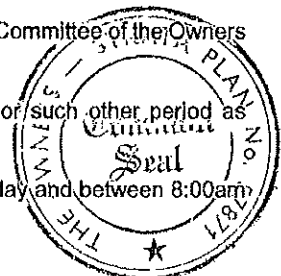
**Part 3**  
**By-Law Conditions**  
**Prior to commencement of the Works**



- 3.1 Prior to commencement of the Works, the Owner must give notice in writing to the Strata Committee of the proposed Works, including the following:
- (a) details of the Works, including copies of all plans, drawings and specifications;
  - (b) if Council consent is required, provide evidence to the Strata Committee of the Owners Corporation that the required consent from Council has been obtained;
  - (c) duration and time of the Works;
  - (d) details of the person(s) carrying out the Works, including the qualifications and licence details of that person(s);
  - (e) arrangements to manage any resulting rubbish and debris;
  - (f) cause Insurance to be effected and maintained; and
  - (g) provide their written consent to the making of this by-law.
- 3.2 Prior to commencement of the Works, the Owner must obtain the Strata Committee's written approval.
- 3.3 The Strata Committee must not unreasonably withhold its approval to the proposed Works.

#### Performance of the Works

- 3.4 In carrying out the Works, the Owner must:
- (a) cause to be effected and maintained Insurance for the duration of the Works;
  - (b) use duly licensed employees, contractors or agents to conduct the Works;
  - (c) ensure that the Works are carried out in a proper and workmanlike manner;
  - (d) use best quality and appropriate materials;
  - (e) ensure that the Works comply with the current Building Code of Australia, all pertinent Australian Standards and the law;
  - (f) ensure that the Works are installed in accordance with the manufacturer's instructions and specifications;
  - (g) ensure that any holes created or penetrations made in the common property during the Works are adequately sealed;
  - (h) not allow the obstruction of reasonable use of the common property areas of the Strata Scheme in the course of the Works by building materials, tools, machines, debris or motor vehicles;
  - (i) carry out the Works so as to cause minimum noise, disturbance and inconvenience to other residents in the Strata Scheme during the times as set out by the Strata Committee of the Owners Corporation;
  - (j) comply with any reasonable requirement of the Strata Committee of the Owners Corporation concerning the means of entering and leaving the building for tradesmen, building materials, tools and debris;
  - (k) ensure that all debris from the installation of the Works is removed from the common property at the Owner's cost;
  - (l) protect all affected areas of the building outside the Works from damage relating to the Works or the transportation of construction materials, equipment and debris;
  - (m) ensure that the Works do not interfere with or damage the common property or the property of any other lot owner, other than as approved in this by-law and if this happens, the Owner must rectify that interference or damage within a reasonable period of time and at its own cost;
  - (n) not vary the Works without first obtaining the consent in writing from the Strata Committee of the Owners Corporation;
  - (o) perform the Works within a period of 4 months from their commencement or such other period as reasonably approved by the Strata Committee of the Owners Corporation;
  - (p) carry out the Works between the hours of 8:00am and 4:30pm Monday to Friday and between 8:00am



and 12:30pm on Saturday (or such other times reasonably approved by the Strata Committee of the Owners Corporation) and the Owner must not carry out the Works on Sundays or on days which fall on a public holiday;

- (q) ensure that no tradesperson's vehicles obstruct the common property other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary; and
- (r) comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the Works; and
- (s) clean any part of the common property affected by the Works on a daily basis and keep all of those parts of the common property clean, neat and tidy during the Works.

#### After the Conduct of the Works

3.5 After the Works have been completed, the Owner must:

- (a) promptly notify the Strata Committee of the Owners Corporation that the Works have been completed;
- (b) promptly notify the Strata Committee of the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law have been rectified; and
- (c) if required, provide the Strata Committee of the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Strata Committee of the Owners Corporation that the works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law.

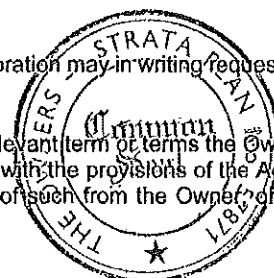
#### Lot Owner's Enduring Rights and Obligations

3.6 The Owner:

- (a) must not remove the Works without the prior written approval of the Strata Committee of the Owners Corporation;
- (b) if the Owner removes the Works or any part of the Works made under this by-law, the Owner must at the Owner's cost restore and re-instate the common property to its original condition ("the make-good works");
- (c) in carrying out the make-good works, must ensure compliance with all requisite approvals (including the terms of any approval given by the Owners Corporation or any approval given by Council, the Building Code of Australia and all pertinent Australian Standards) and must use appropriately qualified and licensed contractors;
- (d) is responsible for the cost of the Works;
- (e) is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area and the Works;
- (f) must promptly repair any damage to the common property caused by their agents or contractors in the course of undertaking the Works and will bear all costs associated with same;
- (g) must at the Owner's own cost repair any damage to the property of the owner or occupier of another lot occurring in the course of undertaking the Works; and
- (h) to the extent permitted by law, indemnifies the Owners Corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the Owners Corporation arising out of the Works.

#### Part 4 Breach of this by-law

- 4.1 If the Owner fails to carry out his obligations under this by-law, the Owners Corporation may in writing request the Owner to comply with the terms of it.
- 4.2 If after being requested in writing to do so, the Owner fails to comply with the relevant term or terms of the Owners Corporation, without prejudice to any other rights, will be entitled in accordance with the provisions of the Act, to enter upon the Lot, have the necessary work performed and recover the cost of such from the Owner, or any subsequent owner of the Lot.



- 4.3 Such costs if not paid at the end of one month after becoming due and payable bear until paid simple interest at an annual rate of 10%.
- 4.4 The Owners Corporation may recover as a debt any costs not paid at the end of one month after it becomes due and payable together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

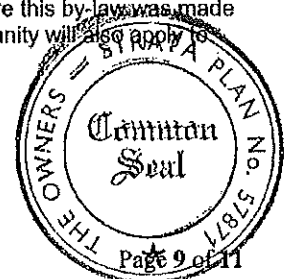
## Special By-Law No. 2 - Major Renovations

### Part 1 Definitions and Interpretation

- 1.1 In this by-law:
- (a) "Act" means the *Strata Schemes Management Act 2015*.
  - (b) "Building" means the building to which the Works are attached.
  - (c) "Council" means the local council within whose boundaries the Owners Corporation is located and, where relevant, includes a private certifying authority if the private certifying authority is able to consent to the Works.
  - (d) "Insurance" means:
    - (i) contractors' all risk insurance with an authorised insurer (incorporating cover against public risk in respect of claims for death, injury, accident and damage occurring in the course of or by reason of the Works to a minimum of \$10,000,000), noting the interest of the Owners Corporation on the policy;
    - (ii) insurance required under the *Home Building Act 1989*, if required; and
    - (iii) workers' compensation insurance, if required.
  - (e) "Lot" means all lots registered in Strata Plan No57871.
  - (f) "Owner" means the owner of a Lot for the time being and that owner's successors in title. Where relevant a reference to Owner will be to the Owner who carried out particular Works or whose Lot benefits from or is serviced by particular Works.
  - (g) "Owners Corporation" means the owners corporation created by the registration of strata plan registration 57871
  - (h) "Strata Committee" means the strata committee of the Owners Corporation.
  - (i) "Strata Scheme" means the strata scheme in respect of which this by-law applies.
  - (j) "Works" means Major Works, associated with waterproofing works to the bathroom, kitchen and/or laundry; removal of any internal load-bearing wall or any other structural works and all penetrations through the common property, associated fixtures, fittings and equipment for their functioning and where relevant, a reference to Works means the Works which service or will service a particular Owner's Lot.

#### In this bylaw

1. Each Owner has the right to undertake the following "Major Renovations", subject to the following conditions and the Owners Corporation's rights -
  - (a) Waterproofing works to the bathroom, kitchen and/or laundry walls within a lot;
  - (b) Removal of any internal non load-bearing or load-bearing wall or walls and any other structural works to a lot; and
2. Where any works covered under clause 3 of this by-law were undertaken by an Owner before this by-law was made then any provisions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those works.
3. To the extent of any inconsistency with previous by-laws, this by-law prevails.



**Conditions  
Before undertaking the Major Renovations**

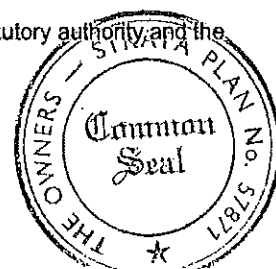
4. The Owner must notify the Owners Corporation at least 21 days before undertaking the Major Renovations and obtain the prior written approval from -
  - (a) the strata committee of the Owners Corporation; and
  - (b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and
  - (c) any other relevant statutory authority whose requirements apply to undertaking the works.
5. The Owner must submit to the Strata Committee the following documents relating to undertaking the works prior to obtaining written approval from the Strata Committee:
  - (d) plans and drawings;
  - (e) specifications of work;
  - (f) if the works involve the replacement or removal of any wall or walls, then a report from a licensed structural engineer and certification that the removal of the wall or walls shall not undermine the structural integrity of the building; and
  - (g) any other documents reasonably required by the Strata Committee.
6. The Owner must ensure that any party carrying out the works effects and maintains contractors all works insurance, workers compensation insurance and public liability insurance in the amount of \$1,000,000 and any other insurance required by law and provides certificates of currency evidencing the insurance on request by the Owners Corporation.
7. The Owner must ensure that all works undertaken comply with the standards as set out in the Building Code of Australia (BCA) current at the time the works are undertaken.

**Carrying out the Major Renovations**

8. In carrying out the works, the Owner must:
  - (a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Strata Committee;
  - (b) protect all areas of the building outside their lot from damage by undertaking the works or the transportation of construction materials, equipment, debris;
  - (c) keep all areas of the building outside their lot clean and tidy throughout the performance of the works;
  - (d) ensure security of the building by not causing the front security door to be fixed open for an unreasonable period of time;
  - (e) only undertake works at the times approved by the Strata Committee;
  - (f) not create noise that causes unreasonable discomfort, disturbance or interference with the activities of any other occupier of the building; and
  - (g) remove all debris resulting from undertaking the works immediately from the building.
9. The Owner must ensure that the Major Renovations shall be done:
  - (a) in a proper and workmanlike manner and by duly licensed contractors; and
  - (b) in accordance with the drawings and specifications approved by the consent/statutory authority and the Strata Committee.

**After completing the Major Renovations**

10. If required, the Owner must deliver to the Strata Committee:



- (a) If the works involved waterproofing works to the kitchen, bathroom, laundry and external balcony/courtyard works, a waterproofing certificate by a Master Plumber or Certifier to evidence that the waterproofing has been applied in accordance with industry best practice and AS/NZS standards;
- (b) any other document reasonably required by the Strata Committee in relation to the works undertaken by the Owner.

#### Repair and Maintenance

11. The Owner must, at the Owner's cost:
- (a) properly maintain and keep the common property to which the Major Renovations are erected or attached in a state of good and serviceable repair; and
  - (b) properly maintain and keep the Major Renovations in a state of good and serviceable repair and must replace them (or any part of them) as required from time to time.
12. If the Owner removes the works or any part of the works undertaken under this by-law, the Owner must at the Owner's own cost, restore and reinstate the common property to its original condition.

#### Liability and Indemnity

13. The Owner indemnifies the Owners Corporation against -
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or a person to the extent that such injury, loss or damage arises from or in relation to the Major Renovations;
  - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Major Renovations;
  - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Major Renovations; and
  - (d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Major Renovations.
14. Any loss and damage suffered by the Owners Corporation as a result of the Owner undertaking the Major Renovations may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the loss and damage is made good.
15. To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the works proposed under this by-law.

#### Breach of By-law

16. The Owners Corporation reserves the right to take action against the Owner to replace the Major Renovations or reinstate the common property affected by the works to its original condition if the Owner breaches the conditions in this by-law and that breach is not rectified within a reasonable time after a request is made by the Owners Corporation to rectify the breach.

#### Miscellaneous

17. The Managing Agent be authorised to register this by-law on behalf of the Owners Corporation and affix the common seal in accordance with section 273 of the *Strata Schemes Management Act 2015*.





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Approved Form 10

Certificate re Initial Period

The Owners Corporation certifies that in respect of the strata scheme:

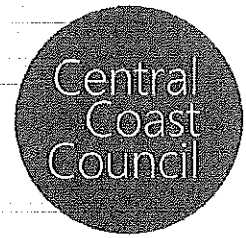
\*that the initial period has expired.

~~\*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 57871, was affixed on 15 October 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: Debbie Gawne Name: Debbie Gawne Authority: Strata Manager





Dye & Durham Property Pty Ltd - Melbourne  
PO Box 447  
SOUTHBANK VIC 3006

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

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

<b>Fee Paid:</b>	\$67.00
<b>Receipt No:</b>	20208810
<b>Receipt Date:</b>	28 February 2024
<b>Property Address:</b>	8/68-70 Faunce St W, GOSFORD NSW 2250
<b>Property Description:</b>	Lot 8 SP 57871
<b>Property Owner:</b>	T A Bramwell
<b>Certificate No:</b>	71719
<b>Reference No:</b>	83076524:271021
<b>Date of Issue:</b>	01-Mar-2024

The information contained within this certificate relates to the land.



Wyang 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>
----------	---

**(1) Environmental Planning Instruments and Development Control Plans that  
applies to the carrying out of development on 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 No 65 – Design Quality of Residential Apartment  
Development

State Environmental Planning Policy (Sustainable Buildings) 2022

**(2) Proposed Environmental Planning Instruments and Draft Development Control  
Plans which is or has been subject to community consultation or public  
exhibition under the Act, that will apply to the carrying out of development on  
the land**

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

Proposed State Environmental Planning Policy (Exempt & Complying Development Codes)  
2008

Proposed Standard Instrument (Local Environmental Plans) Order 2006

<b>2</b>	<b>ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS</b>
----------	--

**(a) Identity of the Zone**

Lot 8 SP 57871

R1 GENERAL RESIDENTIAL 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 **do not** apply to this land.

**(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions**

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) Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016***

No

**(f) Whether the land is in a conservation area, however described**

No

**(g) Whether an item of environmental heritage, however described, is located on the land**

None

<b>3</b>	<b>CONTRIBUTION PLANS</b>
----------	---------------------------

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

<b>4</b>	<b>COMPLYING DEVELOPMENT</b>
----------	------------------------------

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

#### **HOUSING CODE**

Complying Development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **RURAL HOUSING CODE**

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **GREENFIELD HOUSING CODE**

Greenfield Housing Code is not applicable to this land.

#### **HOUSING ALTERATIONS CODE**

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **GENERAL DEVELOPMENT CODE**

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

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

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **CONTAINER RECYCLING FACILITIES CODE**

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **SUBDIVISIONS CODE**

Complying Development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **DEMOLITION CODE**

Complying development under the Demolition Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

### **FIRE SAFETY CODE**

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the 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>5</b>	<b>EXEMPT DEVELOPMENT</b>
----------	---------------------------

**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>
----------	--------------------------------------

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>
----------	---

(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>
----------	---

(1) The land or part of the land is within the flood planning area and is 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>
-----------	--

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:

The information currently available to Council indicates that all of the land is bushfire prone land (as defined in the Act).

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>
-----------	-----------------------------

The information currently available to Council indicates that **all** of the land is bushfire prone land (as defined in the Act).

<b>12</b>	<b>LOOSE-FILL ASBESTOS INSULATION</b>
-----------	---------------------------------------

This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) 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>
-----------	------------------------

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 section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

<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.

17	<b>BIODIVERSITY CERTIFIED LAND</b>
----	------------------------------------

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.

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

19	<b>ANNUAL CHARGES UNDER <i>LOCAL GOVERNMENT ACT 1993</i> 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.

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

Not applicable to Central Coast Local Government Area

<b>21</b>	<b>DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING</b>
-----------	---

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>
-----------	---

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

**CONTAMINATED LAND MANAGEMENT ACT 1997**

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.



Roslyn Chan

**Signed on Behalf of Central Coast Council**

## LAND USE TABLE

### Zone R1 General Residential

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

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that development is compatible with the desired future character of the zone.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place demands on services beyond the level reasonably required for multi dwelling housing or other similar types of development.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Group homes; Home-based child care; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

4 Prohibited

Any development not specified in item 2 or 3



ABN 73 149 644 003

**Your Ref:** 83076524:271021

28 February 2024

Dye & Durham Property Pty Ltd - Melbourne  
PO Box 447  
SOUTHBANK VIC 3006

Dear Sir/Madam

**8/68-70 Faunce St W, GOSFORD NSW 2250  
Lot 8 SP 57871**

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 8 SP 57871 8/68-70 Faunce Street West, Gosford.

It is noted that the attached plan provides details for the property known as Lots 9 and 10 68-70 Faunce Street West, 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 read "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

8/68-70 Faunce St W, GOSFORD NSW 2250  
 Lot 8 SP 57871

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

SHIRE OF GOSFORD

No. 780004

**SEWERAGE CONNECTION PLAN**

OWNER *MORRIS CONSTRUCTION PTY LTD*  
*A. CONWELL, CHIEF TERRITORIAL*

HUGGE No. *68-70*  
 LOT *910* SEC. *B.C.*  
 STREET *FAUNCE ST WEST*  
 DISTRICT *EAST GOSFORD*

All planning and draining work must be carried out in accordance with  
 the provisions of Ordinance No. 40, Local Government Act, 1919,  
 and to the satisfaction of the Council.

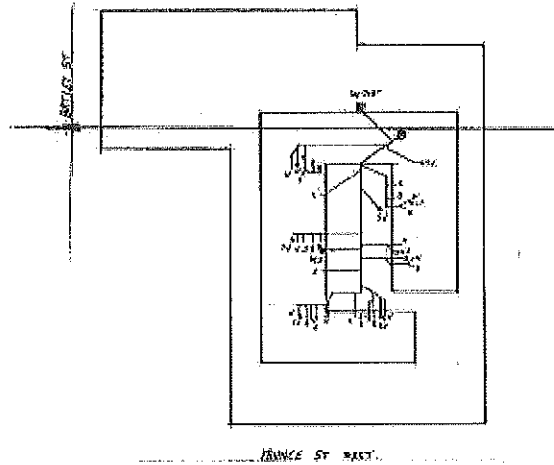
**RAIN OR SURFACE WATER IS NOT TO BE CONNECTED WITH SEWER**

**SYMBOLS AND ABBREVIATIONS**

BT	Boundary Trap	RF	Radius Valve	Y	Yoke	H	Drain
IS	Inversion Shaft	TS	Tapset or opening	K	Kitchen Sink	S	Sink
FL	Fl	VP	Vertical pipe	W	Water Closet	F	Floor Waste
G	Gully	VP	Vent pipe	D	Down Waste	M	Washing Machine
		USV	Set Vent pipe				

SCALE 1:500

Distances/heights in metres. Pipe diameters in millimetres



	DATE	
DRAINAGE - Supervised by		PLUMBER <i>E. G. BRADWING</i>
PLUMBING - Supervised by		DRAINER <i>E. G. BRADWING</i>
DRAWN BY - <i>R. W. BARNES</i>	<i>10/3/77</i>	





ABN 73 149 644 003  
28 February 2024

Dye & Durham Property Pty Ltd - Melbourne  
PO Box 447  
SOUTHBANK VIC 3006

Dear Sir/Madam

**Property:** Lot 8 SP 57871  
8/68-70 Faunce St W, GOSFORD NSW 2250  
**Your Reference:** 83076524:271021

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

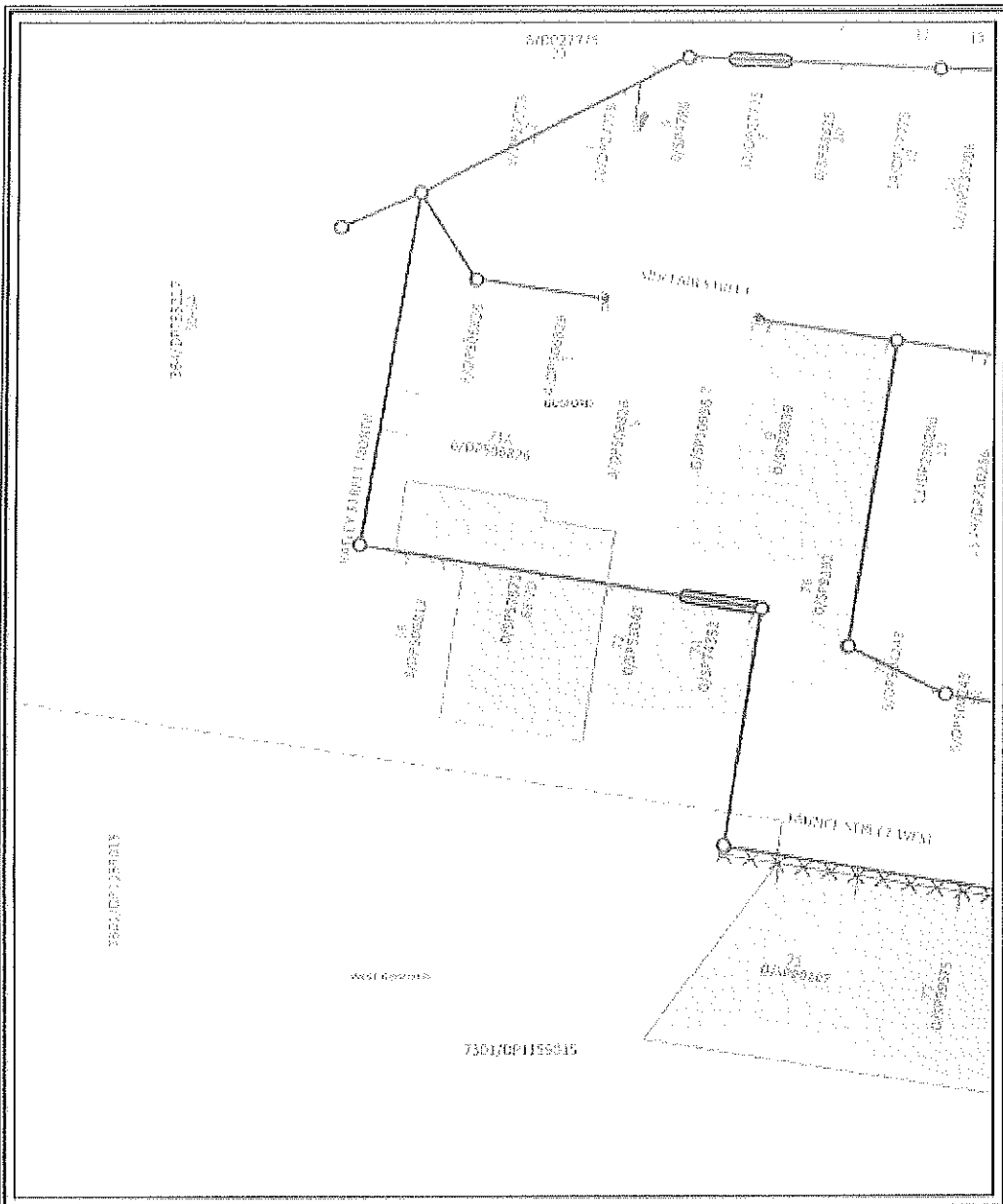
A handwritten signature in black ink, appearing to be "M Walsh", with a horizontal line extending to the right.

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 diagram is a schematic representation of the sewer mains network. It is not intended to be used as a guide for excavation or construction work. The locations of the sewer mains are shown for information only. The locations of the sewer mains are shown for information only. The locations of the sewer mains are shown for information only.

This diagram is a schematic representation of the sewer mains network. It is not intended to be used as a guide for excavation or construction work. The locations of the sewer mains are shown for information only.



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

Issue Date: 28/02/2024

**Legend**

- Access Chamber
- Box Cist
- ▲ Street Valve
- Street Valve
- Valve
- Private Pump Station
- Pump Station
- ▨ Treatment Plant
- ▨ Reservoir Tank
- ▬ Trunk Line
- ▬ Retention Tank (As-built)
- ▬ Equaliser
- ▬ Private Pump Station
- ▬ Bag Man
- ▬ Vacuum Man
- ▬ Pump Man (As-built)
- ▬ Deep Foundation
- ▬ Assisted Man
- ▬ Manhole Use
- ▬ Access Chamber