

# Contract for the sale and purchase of land 2018 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW Duty:</b>
vendor's agent	<b>Australian Property Choice</b> <b>432 Stoney Creek Road Kingsgrove NSW 2208</b>	<b>Phone: 1300 776 778</b> <b>Fax:</b>
co-agent		
vendor	<b>Rabih Yaghi</b> <b>26 Saltash St, Yagoona, NSW 2199</b>	
vendor's solicitor	<b>Farah Lawyers</b> <b>Level 6, Suite 3, 410 Chapel Road, Bankstown NSW 2200</b> <b>PO Box 74, Enfield NSW 2136</b>	<b>Phone: 02 9790 0700</b> <b>Email: elie@farahlawyers.com.au</b> <b>Fax: 02 9790 8500</b> <b>Ref: EF:2007576</b> <b>E: elie@farahlawyers.com.au</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>Unit 8/29-33 Gosford Avenue, The Entrance, New South Wales 2261</b> <b>Registered Plan: Lot 8 Plan SP 76304</b> <b>Folio Identifier 8/SP76304</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" 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 type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: clothes dryer, air conditioner
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

\_\_\_\_\_  
**vendor**

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

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**     JOINT TENANTS     tenants in common     in unequal shares

\_\_\_\_\_  
**witness**

## Choices

Vendor agrees to accept a *deposit-bond* (clause 3)  NO  yes  
 Proposed *electronic transaction* (clause 30)  no  YES

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

Land tax is adjustable  NO  yes  
 GST: Taxable supply  NO  yes in full  yes to an extent  
 Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make an *RW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979.	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 section information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input checked="" type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
<b>Home Building Act 1989</b>	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1986
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 58
<input type="checkbox"/> 27 certificate of compliance	
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons for non-compliance	

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

All Strata Services

Locked Bag 2903, Central Coast Business Centre, Lisarow NSW 2252

Phone: (02) 4351-9699

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 **Deposit and other payments before completion**

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 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**

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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- ### • Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

## 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 **Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.4 –
- 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 not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant; -
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 In this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *servicing* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.
- 30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 Foreign Resident Capital Gains Withholding
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves any clearance certificate or variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

8 / 29-33 Gosford Avenue THE ENTRANCE NSW 2261

## SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN

(Vendor)

AND

of

(Purchaser)

### *30. Amendments to Clauses in this Contract*

- 1) Clause 8.1 is amended by inserting the words "or claim" after the word "requisition".
- 2) Clause 9.1 is amended by adding at the end the words, "including the right to sue the Purchaser for the unpaid balance of deposit as a separate claim to the claim referred to in clause 9.3".
- 3) Clause 10.1 is amended by inserting the words "or delay completion" after the word "terminate".
- 4) Clause 10.2 is amended by adding the words, "or delay completion" after the word "rescind".
- 5) Clause 16.5 is amended by deleting "plus another 20% of that fee".
- 6) Clause 16.8 is deleted.
- 7) Clause 20.8 shall be deemed deleted from this Contract.
- 8) Clause 23.13 is deleted and replaced with "The Vendor hereby authorises the Purchaser to apply for the certificate under section 184 Strata Schemes Management Act 2015 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme."
- 9) All conditions herein merge on completion of this Contract unless otherwise specified in this Contract.
- 10) If there is any inconsistency between these special conditions and clauses of this Contract, these special conditions shall prevail to the extent of the inconsistency.

- 11) If settlement is not effected in cash or by bank cheque on completion but is effected by transfer of funds to the Vendor's Solicitor trust account, the Purchaser shall pay applicable bank cheque charges.

**31. Entire Agreement**

- a) The Purchaser acknowledges that he does not rely on any warranty or representation made by the Vendor or the Vendor's Agent except as is expressly provided for in this Contract (including the annexures hereto).
- b) The Purchaser further acknowledges that he has relied entirely upon his own enquiries and inspections made before entering into this Contract.
- c) The Purchaser acknowledges the terms and conditions stipulated in this Contract form the whole of the agreement between the Vendor and the Purchaser and that no reliance is to be placed on any letter, document or correspondence whether oral or in writing as amending or adding to the terms and conditions stipulated in this Contract.

**32. Claims Made by Purchaser**

It is hereby agreed between the parties that notwithstanding the provisions of Clause 7 of this Contract any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 8 of this Contract.

**33. Purchaser acknowledgments**

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**34. Notice to Complete**

If the Purchaser is unable or unwilling to complete by the completion date, the Vendor shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the

day immediately following the day on which that notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

Should the situation arise requiring the issuance of a Notice to Complete, the Purchaser shall be liable for the Vendor's costs for the issuance of this Notice in the amount of \$330.00 inclusive of GST. This fee represents the agreed expenses incurred in the drafting and issuance of such Notice. This amount will be noted as an adjustment on settlement.

**35. Late Completion**

Where –

- A) the Vendor is ready, willing and able to execute the assurance of the property and complete this Contract; and
- B) the Purchaser does not complete this Contract on the completion date appointed in this Contract;

The Purchaser shall pay to the Vendor interest on the full purchase price at the rate of eight percent (8%) per annum calculated from the completion or termination and such amount shall be a debt payable on demand.

**36. Agent**

The Purchaser warrants that the only Real Estate Agents responsible for introducing the property to the Purchaser are the Agents named on the first page of this Contract. If this warranty is breached then the Purchaser shall be responsible for payment of any additional agent's commission payable by the Vendor as a result of such breach.

**37. Finance**

The Purchaser warrants that they have sufficient finance to complete the purchase and will not require a loan for this purpose OR has obtained a loan approval for sufficient finance to complete the purchase on the terms and conditions acceptable to them and will not need to avail themselves that those provisions of the Consumer Credit Code and in particular Section 124 which may in certain circumstances entitle a purchaser to terminate the Contract for sale in which provisions the parties agree do not apply to this present Contract for Sale.

**38. Exchange on less than 10% Deposit**

Although a full 10% deposit is payable by the purchaser, in the event the vendor has agreed to allow the purchaser to exchange the contract on the basis that only part of the deposit is paid at the time of exchange: The balance of the deposit must be paid by the purchaser to the deposit holder as soon as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the price will be forfeited in the event that the purchaser fails to complete in accordance with the terms hereof.

Note: The full 10% deposit is to be inserted on the front page of the contract.

**39. Release of Deposit**

The Purchaser agrees to the release of the deposit to the Vendor at the date of exchange on the following conditions:

- a) the Vendor may use all or part of the Deposit as a deposit for the purchase of other real estate;
- b) the part of the deposit used by the Vendor must be paid to a Solicitor or Real Estate Agent to be held on trust;
- c) if this Contract is terminated other than due to the Purchaser default or is rescinded then the deposit shall be a debt repayable on demand by the Vendor to the Purchaser and the Purchaser shall be entitled to register a caveat on the Vendor's title to the property as a charge pending repayment of the deposit.

**40. Service on non-business day**

Where a document is served on a day, which is not a business day, it will be taken to have been served on the next business day.

**41. Service by fax**

A fax is regarded as served by or on a party:

- a) when recorded on the sender's transmission result unless:
  - (i) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or
  - (ii) the transmission result indicates a faulty or complete transmission
- b) where no solicitor acts for a party, if it is sent using the fax number for the party stated in the Contract (if any) or any other fax number which the party may notified to the sender; and
- c) on the business day on which it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.

**42. Death, Mental Illness or Insolvency**

If either party, prior to completion:

- a) where that party is a natural person – dies, or becomes mentally ill, the other party may rescind this Contract by notice in writing forwarded to that party's solicitor and Clause 19 of this Contract will apply; or
- b) where that party is a company – is subject to an order or an effective resolution to wind up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Law or if any liquidator, administrator, receiver or official manager is appointed in respect of it, then that party will be deemed to be in default under this Contract.

**43. Existing Encumbrances**

- a) If at completion there is noted on the folio of the register for the property a mortgage or caveat the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat so far as it relates to the property.
- b) If at completion there is noted on the folio of the register for the property a caveat lodged by or on behalf of the Purchaser, any assignee of the purchaser's interest under this Contract or any person claiming through or under the Purchaser the Purchaser must complete this Contract notwithstanding the notation of the caveat.
- c) A discharge or mortgage or withdrawal of caveat must be dully executed and in registrable form and the registration fees payable (other than a connection with the caveat lodged by the Purchaser, any assignee for the Purchaser or any person claiming through or under the Purchaser) must be allowed by the Vendor to the Purchaser.

**44. Requisitions on Title**

The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to Clause 5 of this Contract shall be in the form of the Requisitions on Title annexed hereto which are deemed to have been served at the date of this Contract. The vendor shall not be required to provide any further requisition and replies.

**45. Title Particulars**

The Purchaser shall not require the Vendor to furnish to the Purchaser a written statement of the Vendor's title. A sufficient statement of the Vendor's title shall be deemed included in the description of the property herein appearing and such statement shall have been deemed to have been given to the Purchaser as at the date hereof.

**46. Transfer**

In the event of paper settlement and that the Purchaser fails to deliver the Transfer to the Vendor's Solicitor on or before ten (10) days before the due date for completion, the Purchaser agrees to pay to the vendor by way of adjustment on settlement the sum of \$150.00 inclusive of GST towards the cost of arranging execution of such Transfer on short notice. The Purchaser acknowledges that payment of such sum is an essential term of this Contract.

**47. Cancellation of Settlement**

If the Purchaser cancels settlement on the day after appropriate arrangements have been made, the Purchaser will allow \$165.00 inclusive of GST plus any agents fee incurred on settlement, for each cancellation.

**48. Land Tax payable by Purchaser notwithstanding**

Notwithstanding any other provision herein relating to the payment of land tax by the Purchaser – if the Vendor is liable to pay land tax on the subject property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to 31 December of the given year and the Purchaser delays completion or requests a completion

date after 31 December – the Purchaser shall pay to the Vendor on completion as part of the settlement monies the land tax.

**49. Building Certificate and Survey Reports**

The Purchaser warrants that the Purchaser has obtained building, pest and survey reports in respect of the property and are aware of any adverse affectations revealed by those reports and purchased the property subject to such information contained in those reports. The Purchaser agrees not to require the vendor to furnish a building certificate or survey report. Any such report if required by the Purchaser shall be applied for at the Purchaser's own cost and expense.

Notwithstanding the provisions of Clause 11 hereof if, as a consequence of any application by the Purchaser for a Building Certificate from the Local Council;

- a) A work order under any Legislation is made after the date of this Contract; or
- b) The Local Council informs the Purchaser of works to be done before it will issue the Building Certificate.

The Purchaser is not entitled to make any requisition or claim for compensation in respect of such work order or the works required by the Local Council and if this Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his own expense.

**50. Non-compliance**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the Local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation in respect of such non-compliance or because of the failure of the Local Council to issue a Building Certificate by reason of such non-compliance.

**51. Foreign Purchaser**

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

**52. Authority for Solicitor to Make Alteration, Addition or Amendments to Contract**

Each party authorizes his solicitor or any employee or agent of such solicitor to make alterations, additions or amendments to this Contract (including the addition of annexures to the Contract) after the signing of this Contract up until the date of exchange of this Contract as agent for that party. Any such alteration, addition or amendment shall be binding upon the party whose solicitor or employee or agent of such solicitor effected such alteration, addition or amendment.

### **53. Rate 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, the parties agree to correct such error and to reimburse each other accordingly following settlement. This clause shall not merge on completion.

### **54. Guarantee for Corporate Purchaser**

In consideration of the Vendor contracting with the Corporate Purchaser (the guarantors), as is evidenced by the Guarantors execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the Guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the Guarantor from the obligation to pay any balance that may be owing to the Vendor.

This Guarantee is binding on the Guarantors, their Executors, Administrators and assigns and the benefit of the Guarantee is available to any Assignee of the benefit of this Contract by the Vendor.

### **55. Auction**

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - (c) The highest bidder is the purchaser, subject to any reserve price;
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - (g) A bid cannot be made or accepted after the fall of the hammer;
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
  
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

---

**SECTION 66W CERTIFICATE**

I, \_\_\_\_\_ of \_\_\_\_\_  
, certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 8/29-33 Gosford Avenue, The Entrance**, from **Rabih Yaghi** to \_\_\_\_\_ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Rabih Yaghi** and am not employed in the legal practice of a solicitor acting for **Rabih Yaghi** nor am I a member or employee of a firm of which a solicitor acting for **Rabih Yaghi** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: \_\_\_\_\_

\_\_\_\_\_

---



LAND  
REGISTRY  
SERVICES

# Title Search

Information Provided Through  
triSearch (Website)  
Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP76304

SEARCH DATE	TIME	EDITION NO	DATE
25/8/2020	11:11 AM	5	13/12/2018

LAND

LOT 8 IN STRATA PLAN 76304  
AT THE ENTRANCE  
LOCAL GOVERNMENT AREA CENTRAL COAST

FIRST SCHEDULE

RABIH YAGHI

(T AN926480)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76304

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

Yaghi

PRINTED ON 25/8/2020

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



FOLIO: CP/SP76304

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	6:41 AM	4	30/9/2011

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76304  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT THE ENTRANCE  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP76304

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76304  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/- CONTI PROPERTY GROUP  
PO BOX 443  
CONCORD NSW 2137

SECOND SCHEDULE (9 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- C94939 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- C320543 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN  
THE TITLE DIAGRAM.
- DP1088385 EASEMENT TO DRAIN WATER 1.2 METRE(S) WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- SP76304 EASEMENT TO DRAIN WATER 0.9 METRE(S) WIDE  
APPURTENANT TO THE LAND ABOVE DESCRIBED
- AE242258 CHANGE OF BY-LAWS
- AF16140 CHANGE OF BY-LAWS
- AG531828 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000)

STRATA PLAN 76304

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 88	2	- 76	3	- 91	4	- 75
5	- 94	6	- 78	7	- 76	8	- 90

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76304

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2000) (CONTINUED)

STRATA PLAN 76304

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 75	10	- 90	11	- 78	12	- 82
13	- 88	14	- 76	15	- 90	16	- 76
17	- 94	18	- 71	19	- 76	20	- 98
21	- 76	22	- 98	23	- 78	24	- 86

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

18146

PRINTED ON 16/8/2018

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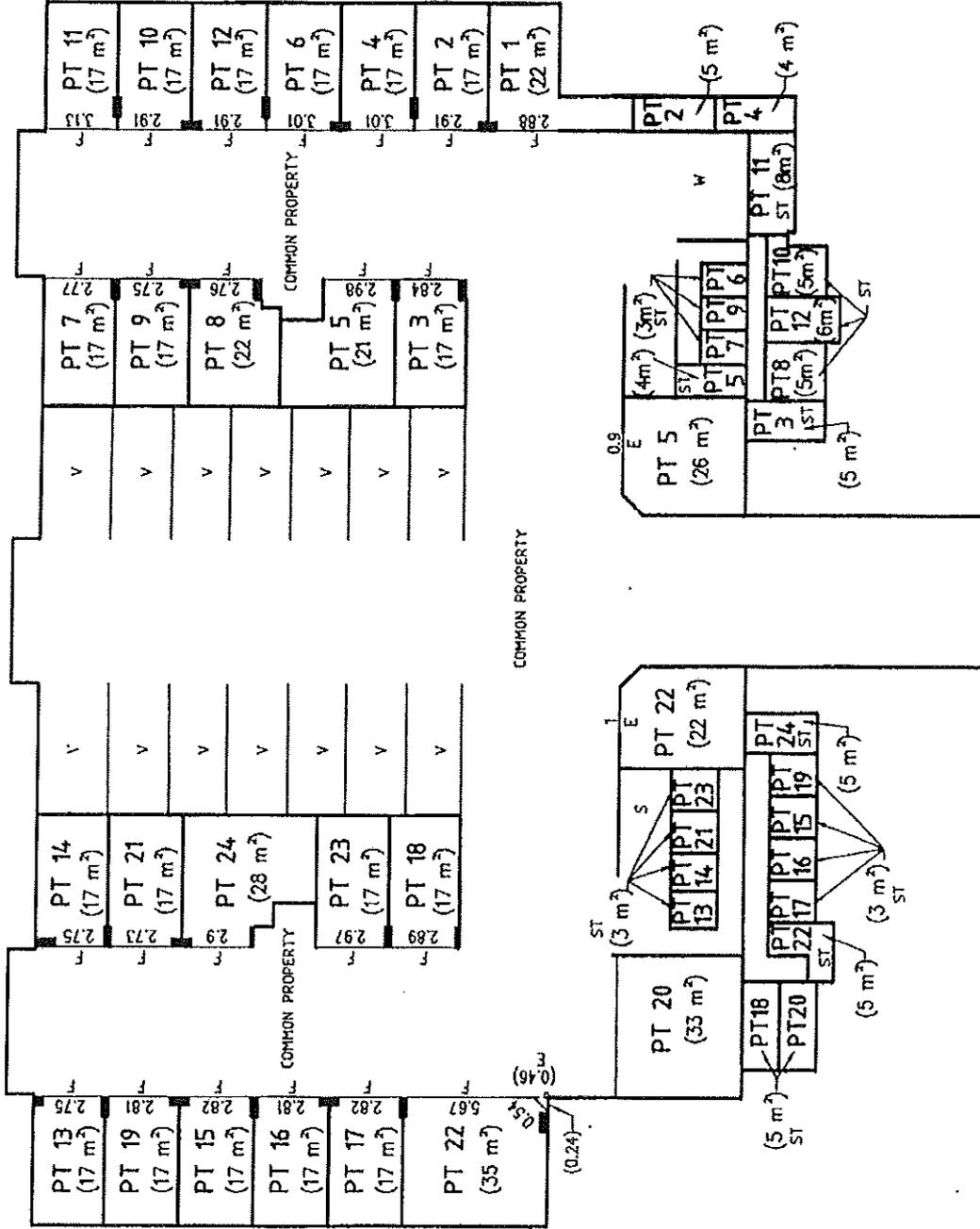
Received: 16/08/2018 06:41:04





SP76304

\*OFFICE USE ONLY



THE CENTRE OF THE STEEL WELDMESH DIVIDERS IS THE BOUNDARY OF STORAGE AREAS MARKED ST

STEEL WELDMESH DIVIDERS ARE TO FORM PART OF COMMON PROPERTY

GARAGE DOORS AND ALL WORKING PARTS AND MOTORISED MECHANISMS STAND WITHIN THEIR RESPECTIVE LOTS AND THEREFORE DO NOT FORM PART OF COMMON PROPERTY

AIR CONDITIONING DUCTING, PLUMBING, ASSOCIATED STRUCTURES AND MECHANISMS WITHIN THE BASEMENT LEVEL FORM PART OF COMMON PROPERTY

- E - PROLONGATION OF EXTERNAL FACE OF WALL
- F - PROLONGATION OF FACE OF COLUMN
- ST - STORAGE AREA
- S - STAIRS
- V - VISITOR PARKING
- W - SHARED WASHBAY & VISITOR PARKING

BASEMENT

Reduction Ratio 1: 200

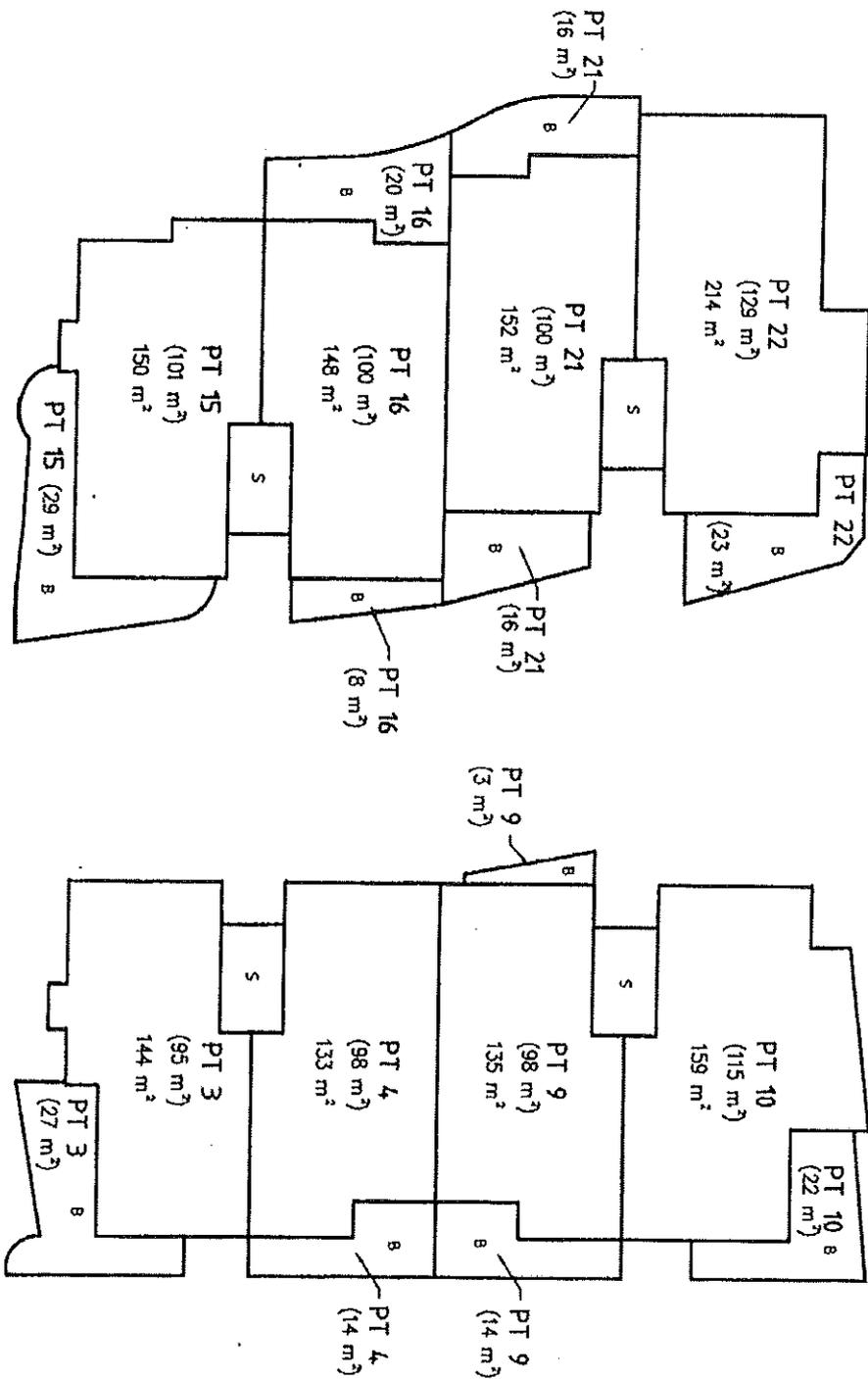
Authorised person / General Manager / Secretary / Officer

Surveyor Registered under Surveyors Act 1929

SURVEYOR'S REFERENCE: 185845



SPT6304



FIRST FLOOR

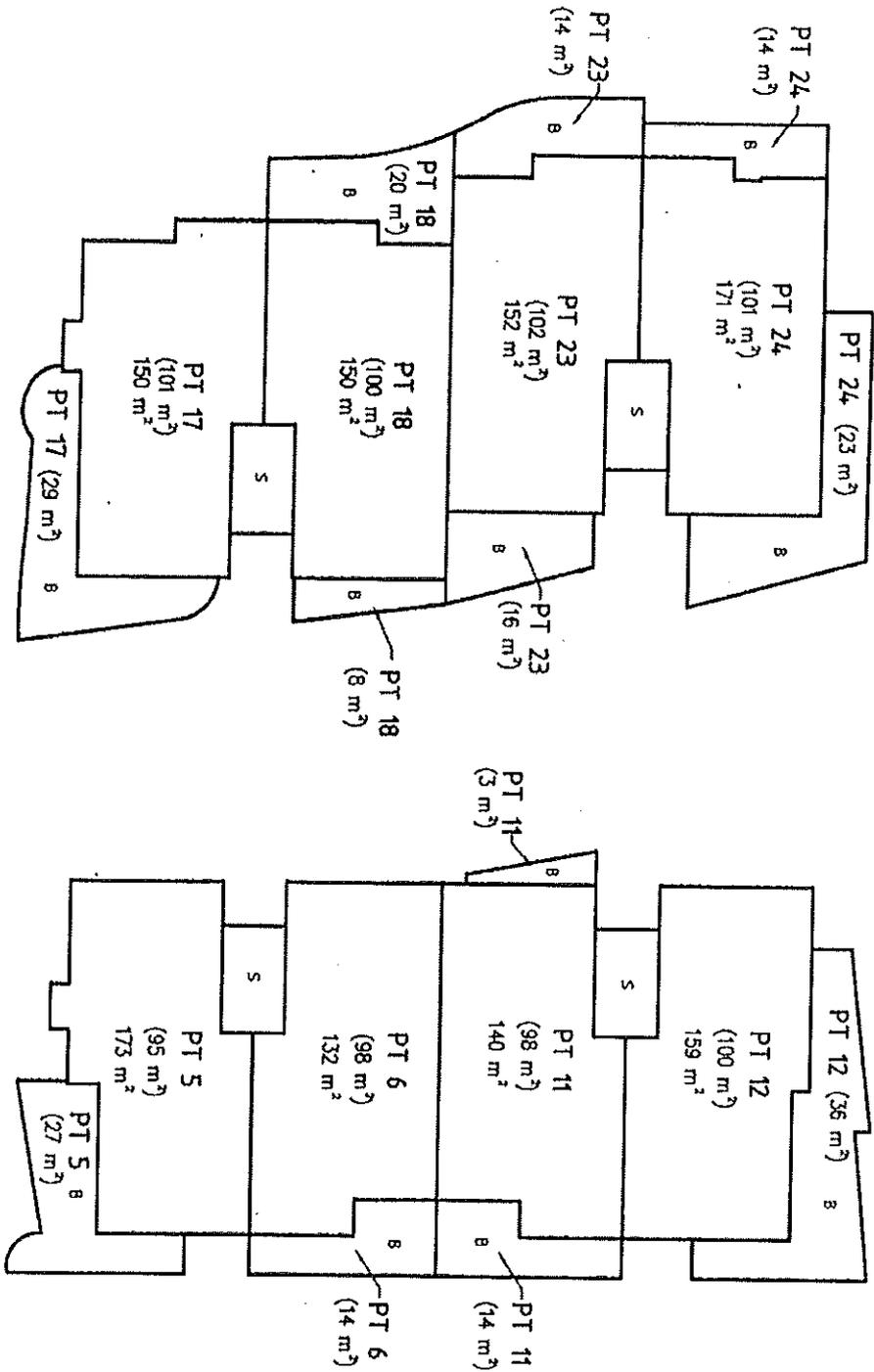
Reduction Ratio 1: 200

Surveyor Registered under Surveyors Act 1929  
 SURVEYOR'S REFERENCE: 185945

Authorised Person/Cement-Mason/Plasterer

- S - STAIRS (COMMON PROPERTY)
- B - BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED
- ALL BALCONY RAILINGS, BALUSTRADES AND ASSOCIATED STRUCTURES WITHIN OR ADJACENT TO BALCONIES ARE TO FORM PART OF COMMON PROPERTY.
- AIR CONDITIONING UNITS AND HOT WATER SYSTEMS FORM PART OF THEIR RESPECTIVE LOTS.
- ALL SAILS AND ASSOCIATED STRUCTURES ARE TO FORM PART OF COMMON PROPERTY

SP76304



SECOND FLOOR

Reduction Ratio 1: 200

Surveyor Registered under Surveyors Act, 1929  
 SURVEYOR'S REFERENCE: 185845

Lengths are in metres

ALL BALCONY RAILINGS, BALUSTRADES AND ASSOCIATED STRUCTURES WITHIN OR ADJACENT TO BALCONIES ARE TO FORM PART OF COMMON PROPERTY.  
 ALL SAILS AND ASSOCIATED STRUCTURES ARE TO FORM PART OF COMMON PROPERTY.  
 AIR CONDITIONING UNITS AND HOT WATER SYSTEMS FORM PART OF THEIR RESPECTIVE LOTS.

- S - STAIRS (COMMON PROPERTY)
- B - BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED

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

(Sheet 1 of <sup>3</sup>/<sub>2</sub> Sheets)

SP76304

Subdivision of Lot 1 in D.P 1062505, covered by  
Subdivision Certificate No: 162-2005  
dated: 28.11.05

PART 1

Full name and address of the  
owner of the land:

Zentrox Pty Limited  
Forcee Pty Limited  
P O Box 783  
PARRAMATTA NSW 2124

Full name and address of the  
mortgagee of the land:

Westpac Banking Corporation  
60 Martin Place  
SYDNEY NSW 2000

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 0.9 wide	13	Common Property

Executed by Zentrox Pty Limited as part owner of Lot 1 in D.P. 1062505  
ACN: 003 952 485

  
GEORGE ABOUHAMAD  
SOLE DIRECTOR/SECRETARY

(Sheet 2 of <sup>3</sup>2 Sheets)

SP76304

Subdivision of Lot 1 in D.P 1062505, covered by  
Subdivision Certificate No: 162-2005  
dated: 28.11.05

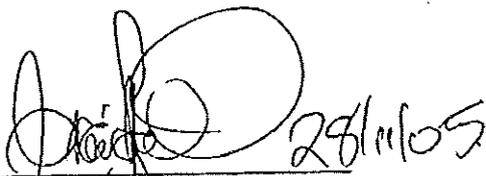
Executed by Forcee Pty Limited as part owner of Lot 1 in D.P. 1062505

ACN: 096 088 389



GEORGE ISAAC  
SOLE DIRECTOR/SECRETARY.

Executed by Westpac Banking Corporation as mortgagee of Lot 1 in D.P. 1062505



General Manager/  
Authorised Person  
Wyong Shire Council

Ref: 18584 - 26 September 2005

(Sheet 3 of 3 sheets)

SP76304

Certified correct for the purposes of the  
Real Property Act 1900 by the *Bank*.....  
SIGNED by *Fredrick Alan Hobbes* as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332

.....  
(Signature) *[Signature]* Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.

I certify that the attorney for the .....  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this mortgage in my presence.

Signature of witness: *Neesu Bala*  
Name of witness: *Neesu Bala*  
Address of witness: *1 King Street*  
*Concord West NSW*

Westpac Banking Corporation  
ABN 33 007 457 141  
being the Mortgagee under Mortgage number  
*AA 326761*..... hereby consents  
to this Lease/Linen plan

REGISTERED  6.1.2006



No. **C 94939**

LODGED BY **JOHAN E. CARLTON**

Solicitors  
**Woot Maitland**

**CONSENT OF MORTGAGEE.**

I, **BANK OF NEW SOUTH WALES** mortgagee under Mortgage No. **A977679** 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 Sydney the **thirteenth** day of **October** 1921.  
 Signed in my presence by **John E. Carlton** who is personally known to me and is a Solicitor at Law in New South Wales.

*Woot Maitland*  
*John E. Carlton*  
 Mortgagee.

**MEMORANDUM OF ACKNOWLEDGMENT 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. **16** Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 1921.  
 Signed at the place and on the date above mentioned, in the presence of—

**FORM OF DECLARATION BY ATTESTING WITNESS.**

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and twenty one, 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.

- 1 This form is not appropriate in cases of delegation under the Trustees Delegation of Powers Act, 1914, or the Execution of Trusts (War Powers) Act, 1917.
- 2 Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
- 3 May be made before either the Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or a Commissioner for Affidavits. Not required if the instrument itself made or acknowledged before any of these parties.

**MEMORANDUM OF TRANSFER** of  
 Acres \_\_\_\_\_ roods \_\_\_\_\_ perches.  
**Lot 227, Plan 3, D.P. 11925, Chippendale**  
 Subject to **to be vacant**  
 Shire **Ermera**  
 Parish **St. George's** County **Northumberland**  
**Edith Mayo** Transferee.

**DOCUMENTS LODGED HEREWITH.**  
 To be filled in by person lodging the same.

Nature.	No.	Reg'd Prop., if Prop., etc.

Particulars entered in Register Book, Vol. **4509** Fol. **166**

the **6<sup>th</sup>** day of **November** 1921;  
 at \_\_\_\_\_ minutes of \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

*John E. Carlton*  
 Acting Registrar-General.

**PROGRESS RECORD.**

	Date	Time
Sent to Survey Branch	2.11.21	1.15
Received from Records	3.11.21	3
Draft written	4.11.21	
Draft examined	5.11.21	
Diagram prepared	5.11.21	
Diagram examined	5.11.21	
Draft forwarded	5.11.21	
Supt. of Engravers	5.11.21	
Cancellation Clerk	5.11.21	

Vol. **4509** Fol. **20**

If the parties be resident without the State but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or the Mayor or Chief Officer of any Corporation for taking Affidavits for New South Wales, or the Governor, Government Resident, Municipal or local government corporation of such part, or the Chief Justice of New South Wales or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any Corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Charge d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-Consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 1/6 (includes endorsement on first certificate), and 1/6 for each additional certificate included in the Transfer, and 1/6 for every 1000 Certificates of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 2/6. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Transfers in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferee may take out a new Certificate for the whole.



R.P. 13.  
 New South Wales  
**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900)  
 C320543

I, THE COMMONWEALTH LAND AND AGENCY COMPANY LIMITED

(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 SEVENTY POUNDS  
 (£ 70. ) (the receipt whereof is hereby acknowledged) paid to it by  
 DA MIREA LYDIA WOOLLETT wife of WILLIAM CHARLES WOOLLETT -  
 Sales Manager of BONDII,

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

(c)	County.	Parish.	State (if Whole or Part)	Vol.	Fol.
	FORENSIS MAREMUS	TUGGERAH	part being Lot No. 228 Section 3 Deposited Plan No. 11935	3452	166

And the transferee covenants with the transferor THAT the Transferee will not  
 excavate, remove or carry away or remove or permit to be  
 excavated, carried away or removed any earth, clay, sand, gravel, soil  
 or stone from the said land except for the purpose of excavation for  
 the construction of any building to be erected thereon or to use or  
 permit or allow the said land to be used for the manufacture or  
 winning of bricks, tiles or pottery ware.  
 The benefit of the foregoing covenant shall be appurtenant to the land  
 comprised in Deposited Plan Number 11935.  
 The burden of the foregoing covenant is upon the land transferred by  
 this instrument.  
 The foregoing covenant may be released, modified or varied by the  
 registered proprietors for the time being of the land to which the  
 said covenant is a partenant.

ENCUMBRANCES, &c., REFERRED TO:

Signed at Sydney the twelfth day of February 1925  
 The Common Seal of the Commonwealth  
 signed in my presence by the transferor  
 DA MIREA LYDIA WOOLLETT  
 WIFE OF WILLIAM CHARLES WOOLLETT  
 JOINT PROPRIETORS  
 OF THE  
 COMMONWEALTH LAND AND AGENCY COMPANY LIMITED  
 SECRETARY

Signed \_\_\_\_\_  
 Signed in my presence by the transferee  
 WHO IS PERSONALLY KNOWN TO ME  
 J. Martin Plouffe  
 Accepted, and I hereby certify this Transfer to be correct  
 for the purposes of the Real Property Act.  
 A. Woollatt  
 Registrar-General

(This must be filled in  
 in the margin of the transfer.)

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

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

If all the references cannot  
 be conveniently inserted, a  
 form of reference (obtainable  
 at L.P.O.) may be added.  
 Any reference must be signed  
 by the parties and their signa-  
 tures witnessed.  
 These references will suffice if  
 the whole land in the grant or  
 certificate be transferred.  
 If part only add "and being  
 of ... D.P. ... or  
 being the land shown in  
 the plan annexed hereto," or  
 "being the residue of the  
 land in certificate (or grant)  
 registered Vol. ... Fol. ..."  
 Where the consent of the  
 local council is required to  
 subdivision the certificate  
 shall be mentioned in  
 the L.P. Act, 1900, should  
 accompany the transfer.

A schedule if necessary.  
 Covenants should comply  
 with Section 83 of the  
 Conveyancing Act, 1919-1921.  
 Here also should be set forth  
 any right-of-way or easement  
 or restriction.  
 Any provision in addition to  
 or modification of the  
 covenants implied by the Act  
 may also be inserted.

A very short note will suffice.

If executed within the State  
 this instrument should be  
 signed or acknowledged before  
 the Registrar-General, or  
 Deputy Registrar-General, or  
 a Notary Public, a J.P., or  
 Commissioner for Affidavits,  
 to whom the Transfer is  
 made, otherwise the attes-  
 tation which must appear  
 before one of the above func-  
 tionaries to make a declaration  
 in the annexed form.  
 As to instruments executed  
 elsewhere, see page 2.

Repeat attestation if  
 necessary.

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

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

(N.B.—Section 119 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.)

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

34161

No. C320543

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



CONSENT OF MORTGAGEE.

*Handwritten initials and notes on the left margin.*

BANK OF NEW SOUTH WALES mortgagee under Mortgage No. A.97...  
 release and discharge the land comprised in the within transfer from such mortgage and all claims  
 hereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
 in such mortgage.

Dated at Sydney this 1st day of February 1935.  
 Signed in my presence by the said Bank who is personally known to me and appears to be acting in the presence of

*Handwritten signatures: Edward S. Ferris, Charles P. Ferris*

MEMORANDUM OF 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 at the place and on the date above mentioned, in the presence of \_\_\_\_\_

This form is not applicable in cases of delegation by trustee.

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

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me at SYDNEY the 21st day of February, one thousand nine hundred and thirty five FREDERICK ROBERT BARNES, the attesting witness to this instrument, and declared that he personally knew ADA MARTHA LYDIA WOOLLETT the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such is her own handwriting, and that she is of sound mind and freely and voluntarily signed the same.

*Notary Public Seal*

*Handwritten signature: F. R. Barnes*

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Magistrates. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of

Lot 228 Sec. 8 of 11955 (Gosford Ave) 38 1/2 perches  
 (Subj. to covenant)

Shire of Brina  
 Municipality of Brina  
 Parish of Suggaroh County of Newland

Ada Martha Lydia Woollett Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging document.

Notary	No.	Reg'd Prop., MFG, etc.

Particulars entered in Register Book, Vol 3152 Fol. 166

the 2nd day of April 1935  
 at minutes 12 o'clock in the noon.

*Handwritten signature: Roy W. Lane*  
 Registrar-General.



PROGRESS RECORD.

	1935	1935
Sent to Survey Branch...	1/15	1/15
Received from Records...		
Draft written ...	1/15	1/15
Draft examined ...	1/15	1/15
Diagram prepared ...	1/15	1/15
Diagram examined ...	1/15	1/15
Draft forwarded ...	1/15	1/15
Supt. of Engineers ...	1/15	1/15
Cancellation Clerk ...	1/15	1/15
Vol. 4682	Fol. 153	
Diagram Fees ...		
Additional Folios ...		

*Handwritten notes and stamps on the left margin.*

The person signing this instrument without the State, but in any other part of the British Dominions, the Registrar-General or Recorder of Titles of such Possession, or any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation, or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should affix his seal to such declaration), or such other person as the Chief Justice may appoint.

The fees are 1/- Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/- for every new Certificate of Title issued, unless the consideration is over £5,000, in which case the Certificate fee will be 1/- 2s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

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

(Sheet 1 of 2 Sheets)

DP1088385

Easement to Drain Water within Lot 1 in D.P. 1062505

PART 1

Full name and address of the owner of the land:

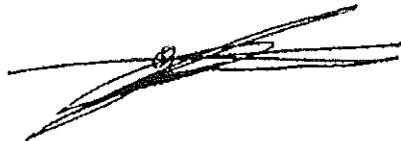
Zentrox Pty Limited and  
Forcee Pty Limited of  
P O Box 783  
PARRAMATTA NSW 2123

Full name and address of the mortgagee of the land:

Westpac Banking Corporation  
60 Martin Place  
SYDNEY NSW 2000

Number of item shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement to Drain Water 1.2 wide	Lot 1 in D.P. 1062505	Lot 4 in D.P. 17456

Executed by Zentrox Pty Limited as owner of Lot 1, D.P. 1062505 in accordance with the provisions of the Corporations Act 2001  
(ACN) 003 982 485)



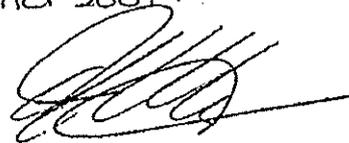
GEORGE ABOUHAMAAD  
SOLE DIRECTOR / SECRETARY

# DP1088385

(Sheet 2 of 2 Sheets)

Plan: Easement to Drain Water within Lot 1 in D.P. 1062505

Executed by Forcee Pty Limited as owner of Lot 1, D.P. 1062505 in accordance  
(ACN 096 068 389) with the provisions of the Corporations  
Act 2001.



GEORGE ISAAC  
SOLE DIRECTOR / SECRETARY

Executed by Westpac Banking Corporation as mortgagee of Lot 1, D.P. 1062505

I certify that the attorney for the BANK,  
with whom I am personally acquainted or as to  
whose identity I am otherwise satisfied, signed  
his instrument in my presence.

Signature of witness: 

Name of witness: JOSIE MOTIO

Address of witness: 1 King Street  
Concord West NSW

Certified correct for the purposes of the Real Property Act  
1900 by the BANK  
SIGNED by BARRY GIBSON as attorney for Westpac  
Banking Corporation under power of attorney Book 4299  
No. 332

  
.....  
(Signature) Tier Three Attorney

By executing this instrument the attorney states that the  
attorney has received no notice of the revocation of the  
power of attorney.

REGISTERED  5/10/2005

PLANFORM 1A

Plan Drawing only to appear in this space.

Signatures, Seals and Statements of Intentions to dedicate public roads to create public reserves, drainage reserves, easements, restriction on the use of land or positive covenants.

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE  
 1. EASEMENT TO DRAIN WATER 1.2 WIDE

Encroachment by Zentrick )  
 Registered (New easement) )  
 in accordance with the )  
 provisions of the Conveyancing )  
 Act, 1919. )  
 Signed by the )  
 Registrar of Deeds )  
 on 16/08/2005 )  
 at 10:00 AM )

Encroachment by Zentrick )  
 Registered (New easement) )  
 in accordance with the )  
 provisions of the Conveyancing )  
 Act, 1919. )  
 Signed by the )  
 Registrar of Deeds )  
 on 16/08/2005 )  
 at 10:00 AM )

Department of Lands Approval

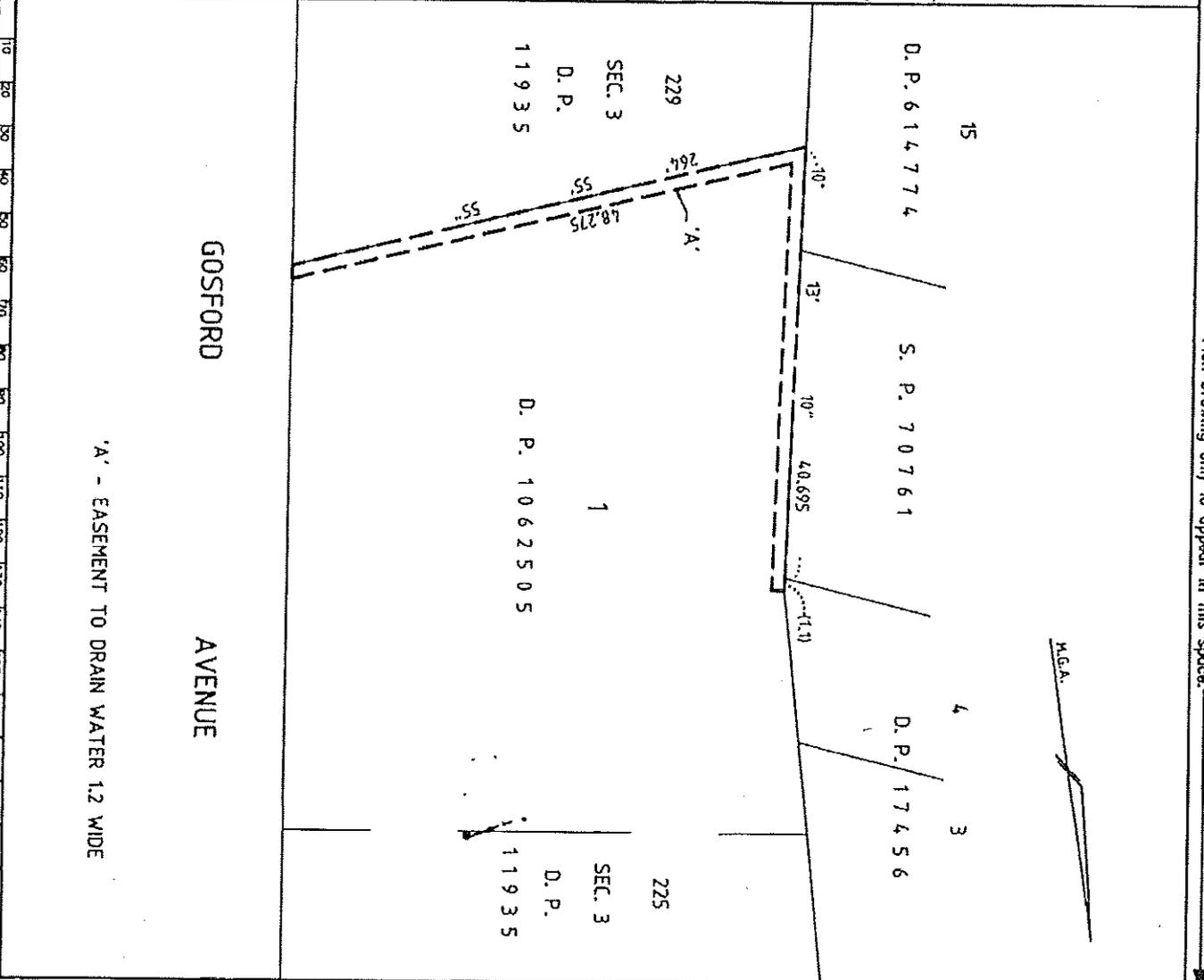
I, \_\_\_\_\_, in approving the plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Pre Number: \_\_\_\_\_  
 Office: \_\_\_\_\_

Subdivision Certificate

I certify that the provisions of s.108(4) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the subdivision proposed.  
 \* The subdivision is for land proposed in accordance with s.23(1) of the Conveyancing Act 1919.

Consent Authority: \_\_\_\_\_  
 Date of endorsement: \_\_\_\_\_  
 Registration no: \_\_\_\_\_  
 Subdivision Certificate no: \_\_\_\_\_  
 The no: \_\_\_\_\_

\* Details withdrawn in compliance with SIREGATOR'S REFERENCE: 185844



DP1088385

Registered: 5/10/2005  
 Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U4505 - 43

Last Plan: D. P. 1062505

PLAN OF EASEMENT TO DRAIN WATER WITHIN LOT 1 IN D. P. 1062505

Lengths are in meters. Reduction Ratio: 1:400

L G A: WYONG  
 Locality: THE ENTRANCE  
 Parish: TUGGERAH  
 County: NORTHUMBERLAND

Plans laid in preparation of survey/compilation.  
 D. P. 1062505

L. MICHAEL J. NEATE  
 Surveying Registration, 2001  
 of P.O. BOX 2205, TUGGERAH, NSW 2250  
 I, the Surveyor, certify that the survey was carried out in accordance with the Surveying Act, 2001 and was completed on 27 FEBRUARY 2002.  
 The survey/compilation PLAN IS COMPLETED.

Drawn Line: \_\_\_\_\_  
 Type: Urban / Rural

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Australasian Legal Information Institute

**New South Wales Repealed Regulations**

**STRATA SCHEMES MANAGEMENT REGULATION 2005 -  
SCHEDULE 1**

This legislation has been repealed.

**STRATA SCHEMES MANAGEMENT REGULATION 2005 - SCHEDULE 1**

**SCHEDULE 1 – MODEL BY-LAWS FOR RESIDENTIAL SCHEMES**

(Clause 27)

**1 NOISE**

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

**2 VEHICLES**

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

**3 OBSTRUCTION OF COMMON PROPERTY**

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

**4 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY**

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

**5 DAMAGE TO COMMON PROPERTY**

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, 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 (3) that forms part of the common property and that services the lot, and
  - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

## 6 BEHAVIOUR OF OWNERS AND OCCUPIERS

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

## 7 CHILDREN PLAYING ON COMMON PROPERTY IN BUILDING

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult

exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 BEHAVIOUR OF INVITEES**

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

## **9 DEPOSITING RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 DRYING OF LAUNDRY ITEMS**

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

## **11 CLEANING WINDOWS AND DOORS**

(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.

## **12 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

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

## **13 CHANGES TO FLOOR COVERINGS AND SURFACES**

(1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any

other lot. The notice must specify the type of the proposed floor covering or surface.

(2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### 14 FLOOR COVERINGS

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

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

#### 15 GARBAGE DISPOSAL

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

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

(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

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

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot must:

(a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## 16 KEEPING OF ANIMALS

**Note:** Select option A, B or C. If no option is selected, option A will apply.

### Option A

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common

property.

#### Option B

(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

(3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:

(a) notify the owners corporation that the animal is being kept on the lot, and

(b) keep the animal within the lot, and

(c) carry the animal when it is on the common property, and

(d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

#### 17 APPEARANCE OF LOT

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

#### 18 CHANGE IN USE OF LOT TO BE NOTIFIED

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

results in the lot being used for commercial or industrial purposes rather than residential purposes).

## 19 PROVISION OF AMENITIES OR SERVICES

(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning,
- (b) garbage disposal and recycling services,
- (c) electricity, water or gas supply,
- (d) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note:** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## 20 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.

Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

# CHANGE OF BY-LAWS



New South Wales  
Strata Schemes Management Act 1996  
Real Property Act 1900

## AE242258E

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property CP/SP 76304
--

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
1W	CONTI PROPERTY GROUP PO BOX 443 CONCORD NSW 2137 Reference (optional):	CB

(C) The Owners-Strata Plan No 76304 certify that pursuant to a resolution passed on 10 September 2008 and in accordance with the provisions of

(D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—

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

As set out in Annexure A

(F) The common seal of the Owners-Strata Plan No 76304 was affixed on 15 September 2008 in the presence of—

Signature(s):

Name(s): NICOLE DI CRISTO

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

Annexure A to CHANGE OF BY-LAWS

Parties:

SP 76304

Dated 15 September 2008

SPECIAL BY-LAW 1

(a) An owner or occupier must not, nor permit any other person within their control, to alter, relocate, paint over, interfere or tamper with any part of fire safety services of the building (whether located within a lot or on common property) without the prior written consent of the Owners Corporation.

(b) The consent of the owners corporation under clause (a) may be withheld unless that owner or occupier provides to the owners corporation (at the owner or occupier's expense) written confirmation from the relevant fire safety service contractor engaged by the owners corporation from time to time that:

(i) the proposed change will comply with the required standard applicable to the fire safety services; and

(ii) the contractor will certify compliance of the fire safety services as so altered.

(c) Without limitation, no owner or occupier may, nor permit anyone to, change or install any door hardware (including any lock, handle, peep hole, door closer) to the fire door to the lot without the prior written consent of the owners corporation unless consent is first obtained under clause (a) but the coding of any lock may be altered without the need for prior consent.

(d) The owner or occupier of a lot who refuses access in respect of a proposed inspection under the Environment Planning & Assessment Act 1979 relation to fire safety shall be responsible for any costs incurred by the Owners Corporation including but not limited to fines, penalties, inspection, reinspection or additional inspection fees or charges that are incurred whether directly or indirectly arising out and/or as a result of a failure to provide access to an individual lot or failure to comply with any provision of the applicable legislation. Further, and in alternative they shall be responsible for reimbursing the Owners Corporation for any of the above charges, fees or penalties which may be levied upon the Owners Corporation and such amounts shall be recoverable through a court of competent jurisdiction.

(e) In the event that any part of the compliance of fire safety services is affected in any way by any change made without consent under this by-law, then the owner from time to time of the relevant lot will be responsible for reimbursing the owners corporation for the full cost of rectifying the non-compliance and this cost may be recovered from the owner as a debt.

The Owners Corporation is entitled to access to the relevant lot (by force if necessary) to rectify any non compliance with the fire safety services on giving 24 hours written notice to the occupier, which may be served by leaving the notice under the front door of that lot.



Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

### CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 1  
Real Property Act 1900



## AF16140S

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE	For the common property CP/SP76304	
(B) LODGED BY	Delivery Box  <b>1W</b>	Name, Address or DX and Telephone CONTI PROPERTY GROUP PO BOX 443 CONCORD NSW 2137 Reference (optional): _____
		CODE  <b>CB</b>

(C) The Owners-Strata Plan No 76304 ... certify that pursuant to a resolution passed on 07 September 2009 and in accordance with the provisions of

(D) section 47 & 52 Strata Schemes Management Act 1996 the by-laws are changed as follows—

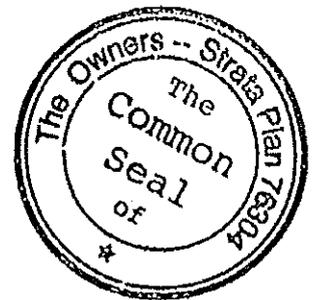
(E) Repealed by-law No \_\_\_\_\_  
 Added by-law No Special 2,3&4  
 Amended by-law No \_\_\_\_\_  
 as fully set out below.  
 As set out in Annexure A

*ASPECIAL BY - LAWS 2&3  
 UNDER SECTION 47  
 ASPECIAL BY-LAW 4  
 UNDER SECTION 52.*

(F) The common seal of the Owners-Strata Plan No 76304 was affixed on 08 September 2009 in the presence of—

Signature(s):

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



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

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

Signature of authorised officer: \_\_\_\_\_

Name and position of authorised officer: \_\_\_\_\_

**ANNEXURE A**

**SPECIAL BY-LAW 2**

**WORKS**

**PART 1  
GRANT OF RIGHT**

- 1.1 An Owner has the right to carry out any renovation works at its own cost subject to Part 3 of this by-law.
- 1.2 The purpose of this by-law is to allow Owners to install works on the common property within their respective lot and regulate their maintenance and repair.

**PART 2  
DEFINITIONS & INTERPRETATION**

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

- (a) **Act** means the *Strata Schemes Management Act, 1996*.
- (b) **Authority** means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including Council.
- (c) **Council** means the Local Government Authority.
- (d) **Insurance** means:
  - i. contractors all risk insurance in the sum of \$10,000,000;
  - ii. insurance required under the *Home Building Act, 1989* (if required); and
  - iii. workers' compensation insurance.
- (e) **Lot** means any lot within the strata plan.
- (f) **Owner** means the owner of the respective Lot from time to time (including any subsequent owner due to a transfer of ownership of the Lot).
- (g) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 76304.
- (h) **Works** means any renovations, installations, erection of additional structures, or any other works within their respective lot (which are to be installed at the respective Owner's cost and to remain the respective Owner's fixture) but excludes any works for or in connection with the installation of any air-conditioning unit.

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act; and
- (d) references to legislation includes references to amending and replacing legislation.

**PART 3  
CONDITIONS**

**PART 3.1**

**Before commencement**

Before commencement of the Works the Owner must:

- (a) obtain approval for the location, type and size of the Works from the Owners Corporation (and in this regard the executive committee is expressly authorised to give such approvals on behalf of the Owners Corporation), such approval not to be unreasonably withheld;
- (b) obtain all necessary approvals/permits/consents from any Authorities and provide a copy to the Owners Corporation;

pg 2/10 

819109



- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation; and
- (d) effect and maintain insurance and provide a copy to the Owners Corporation.

**PART 3.2**  
**During installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 3 months from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) 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 occurs the Owner must rectify that interference or damage within a reasonable period of time;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART 3.3**  
**After construction**

After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law; and
- (e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

**PART 3.4**  
**Enduring rights and obligations**

The Owner:

- (a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works; and
- (d) must indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the Works and without limitation.

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8/9/09



**SPECIAL BY-LAW 3**

**AIR-CONDITIONING UNITS**

**PART 1**

**PART 1.1**  
**Grant of right**

Notwithstanding anything contained in the by-laws (which apply to this scheme) or any other by-law applicable to the scheme, the Owner has the right to carry out the Works (at the Owner's cost and to remain the Owner's fixture) subject to the provisions of Part 3 of this by-law.

**PART 1.2**  
**This by-law to prevail**

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

**PART 2**  
**DEFINITIONS & INTERPRETATION**

**PART 2.1**  
**Definitions**

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

- (a) Act means the *Strata Schemes Management Act, 1996*.
- (b) Air-Conditioning Unit means the air-conditioning unit to be installed to service a respective Lot.
- (c) Authority means any government, semi-government, statutory, public or other authority having any jurisdiction over the Lot or the Building including the Council.
- (d) Building means the building situated at 29-33 Gosford Avenue, The Entrance.
- (e) Council means the Local Government Authority.
- (f) Insurance means:
  - (i) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000;
  - (ii) insurance required under the *Home Building Act, 1989*, (if any); and
  - (iii) Workers' compensation insurance.
- (g) Lot means any lot within the strata plan.
- (h) Owner means the owner of the Lot from time to time.
- (i) Owners Corporation means the owners corporation created by the registration of strata plan registration number 76304.
- (j) Works means the works for and in connection with the installation of the Air-Conditioning Unit.

**PART 2.2**  
**Interpretation**

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

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;

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- (d) references to legislation include references to amending and replacing legislation; and
- (e) references to any Air-Conditioning Unit under this by-law include the condenser, coils, pipes, conduits, wires, flanges, valves, ductwork, caps, insulation and all other ancillary equipment and fittings whatsoever and any obligation under this by-law applies to all such ancillary equipment.

**PART 3  
CONDITIONS**

**PART 3.1  
Prior to commencement of the Works**

Prior to the commencement of the Works, the Owner shall:

- (a) provide the following information to the Owners Corporation in respect of the proposed installation:
  - (i) a diagram depicting the location of both the internal and external parts of the Air-Conditioning Unit; and
  - (ii) the manufacturer or supplier's brochure setting out the specifications of the Air-Conditioning Unit;
- (b) obtain written approval (based on the information provided in paragraph (a) above) for the location, type, size and sound-rating of the Air-Conditioning Unit from the Owners Corporation, such approval to consider the conditions and restrictions of this by-law and not to be unreasonably withheld, and, in this regard, the executive committee is expressly authorised to give such approval;
- (c) obtain all necessary approvals/consents/permits from any Authority and provide a copy to the Owners Corporation; and
- (d) effect and maintain insurance and provide a copy to the Owners Corporation.

**PART 3.2  
Compliant Air-Conditioning Unit**

To be compliant under this by-law, any Air-Conditioning Unit must:

- (a) not be installed anywhere on or within common property roof space;
- (b) be in keeping with the appearance of the Building in the opinion of the Owners Corporation;
- (c) where relevant, have a condenser unit (external) that:
  - (i) is mounted in such a way as to minimise noise and vibration;
  - (ii) is not visible from street level;
  - (iii) is installed unobtrusively on the balcony or courtyard (or elsewhere as approved by the Owners Corporation in writing);
- (d) has all pipe work from the condenser unit to the fan coil unit (internal) covered with steel piping (colour bond) in the same colour from time to time as the exterior walls of the Building;
- (e) has an acceptable sound rating of less than 75 decibels (or as otherwise specified by the Owners Corporation in writing); and
- (f) does not have any drippers on the exterior of the Building;
- (g) be installed:
  - (i) by duly licensed employees, contractors or agents;
  - (ii) in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
  - (iii) between the hours of 8:30am and 5:30pm Mondays – Fridays or between 8:30am and 12 midday on Saturday; and
  - (iv) expeditiously and with a minimum of disruption; and
- (h) be manufactured and designed to specifications for domestic use.

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**PART 3.3**  
**During installation of the Works**

During the process of the installation of the Works, the Owner of the Lot must:

- (a) use duly licensed employees, contractors or agents to conduct the installation;
- (b) ensure the installation is conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards and the requirements of any Authority including any fire safety regulations;
- (c) ensure the installation is carried out expeditiously and with a minimum of disruption to other Lot Owners, occupiers or adjoining property owners;
- (d) ensure that any electricity or other services required to operate the Air-Conditioning Unit are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) carry out the installation between the hours of 8:30am and 5:30pm Mondays - Fridays or between 8:30am and 12 midday on Saturday or at such other times reasonably approved by the Owners Corporation;
- (f) perform the installation within a period of one (1) month from its commencement or such other period of time as may be approved by the Owners Corporation;
- (g) transport all construction materials, equipment and debris in the manner described in this by-law and as otherwise reasonably directed by the Owners Corporation;
- (h) protect all affected areas of the Building outside the Lot from damage relating to the installation or the transportation of construction materials, equipment and debris;
- (i) ensure that the installation 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 in this event the Owner must rectify that interference or damage within a reasonable period of time;
- (j) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (k) not vary the approved installation without first obtaining the consent in writing from the Owners Corporation.

**PART 3.4**  
**After installation of the Works**

- 3.4.1 After the installation of the Works is completed, the Owner must without unreasonable delay:
- (a) notify the Owners Corporation that the installation of the Works has been completed;
  - (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the installation and not permitted by this by-law has been rectified;
  - (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the installation;
  - (d) provide the Owners Corporation with certification from a suitably qualified engineer(s) approved by the Owners Corporation that the installation or works required to rectify any damage to lot or common property have been completed in accordance with the terms of this by-law; and
  - (e) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to assess compliance with this by-law or any consents provided under this by-law.
- 3.4.2 The Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (e) immediately above have been complied with.

**PART 3.5**  
**Enduring rights and obligations**

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The Owner:

- (a) must maintain, upkeep and replace, if necessary, the Works;
- (b) must maintain, upkeep and replace, if necessary, those parts of the common property in contact with the Works;
- (c) remains liable for any damage to any lot or common property arising out of the Works (including to the Lot);
- (d) maintain, replace (if necessary) and keep in good and serviceable repair the Air-Conditioning Unit installed or replaced by them or the occupier of their Lot;
- (e) remain liable for any damage to the Lot or common property arising out of the installation, repair, replacement or removal of the Air-Conditioning Unit;
- (f) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Air-Conditioning Unit is removed or relocated;
- (g) at all times comply with all directions, orders and requirements of any Authority relating to the Works; and
- (h) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, removal or replacement of any Air-Conditioning Unit or the Works including any liability in respect of the property of the Owner.

**PART 3.6**

**Failure to comply with this by-law**

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

- (a) require that the Owner at its sole cost and responsibility remove the Works and reinstate the common property;
- (b) carry out all work necessary to perform that obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation for the cost of any inspections, certifications or orders.

**PART 3.7**

**Ownership of Works**

The Air-Conditioning Unit will always remain the property of the respective Owner, even though they may be installed by an occupier.

**PART 3.8**

**Applicability**

- 3.8.1 For the avoidance of doubt, this Part 3 applies to the installation, repair or replacement of an Air-Conditioning Unit whether installed prior to or after this by-law made.
- 3.8.2 In the event that the Owner desires to remove the Air-Conditioning Unit installed under this by-law (or otherwise), the provisions of Part 3 shall also apply in relation to that removal.

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SPECIAL BY-LAW 4

INSULATION

PART 1  
GRANT OF RIGHT

- 1.1 The Owner has the special privilege to carry out the Works at its own cost subject to Part 3 of this by-law.
- 1.2 The purpose of this by-law is to allow Owners to install insulation on the common property in the roofspace and regulate their maintenance and repair.

PART 2  
DEFINITIONS & INTERPRETATION

- 2.1 In this by-law, unless the context otherwise requires or permits:
- (a) Act means the *Strata Schemes Management Act, 1996*.
  - (b) Authority means any government, semi government, statutory, public or other authority having any jurisdiction over the Lot including Council.
  - (c) Council means the Local Government Authority.
  - (d) Insurance means:
    - i. contractors all risk insurance (including public liability) in the sum of \$5,000,000;
    - ii. insurance required under the Home Building Act 1989 (if required); and
    - iii. workers compensation insurance.
  - (e) Lot means lots 1-24 in strata plan 76304.
  - (f) Owner means the respective owner of the Lot.
  - (g) Owners Corporation means the owners corporation created by the registration of strata plan registration no. 76304.
  - (h) Thermal Building Insulation means thermal building insulation similar to the "pink batt" type or such other thermal building insulation approved by the owners corporation from time to time and includes any reflective laminate or other product used in the installation of the thermal building insulation.
  - (i) Works means the installation of Thermal Building Insulation in the ceiling of the respective Owner's Lot and on the common property where applicable (at the Owner's cost and to remain the Owner's fixture).

- 2.2 In this by-law, unless the context otherwise requires, a word which denotes:
- (a) the singular includes plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) any terms in the by-law will have the same meaning as those defined in the *Strata Schemes Management Act 1996*; and
  - (d) references to legislation includes references to amending and replacing legislation.
- 2.3 If there is any inconsistency between this by-law and any other by-law registered with the Strata Scheme, then the provisions of this by-law will apply to the extent of that inconsistency.

PART 3  
CONDITIONS

PART 3.1  
Before Commencement

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3.1.1 Before commencement of the Works the Owner must:

- (a) obtain approval for the location, type and size of the Works from the owners corporation, such approval not to be unreasonably withheld;
- (b) obtain all necessary approvals from any Authorities and provide a copy to the Owners Corporation;
- (c) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation; and
- (d) effect and maintain insurance and provide a copy to the Owners Corporation.
- (e) pay the Owners Corporation's reasonable costs in preparing, making and registering this by-law.

3.1.2 Clauses 3.1(a), (c), and (d) of this Part 3.1 do not apply to Works already installed at the time of this by-law being made.

**PART 3.2**  
**During Installation**

Whilst the Works are in progress the Owner of the Lot at the relevant time must:

- (a) use duly licensed employees, contractors or agents to conduct the Works;
- (b) ensure the Works are conducted in a proper and workmanlike manner and comply with the current Australian Building Codes and Standards;
- (c) use reasonable endeavours to cause as little disruption as possible;
- (d) perform the Works during times reasonably approved by the Owners Corporation;
- (e) perform the Works within a period of 1 month from their commencement or such other period as reasonably approved by the Owners Corporation;
- (f) transport all construction materials, equipment and debris in the manner reasonably directed by the Owners Corporation;
- (g) protect all affected areas of the building outside the Lot from damage relating to the Works or the transportation of construction materials, equipment and debris;
- (h) 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;
- (i) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request from the Owners Corporation (for clarity more than one inspection may be required); and
- (j) not vary the Works without first obtaining the consent in writing from the Owners Corporation.

**PART 3.3**  
**After construction**

3.3.1 After the Works have been completed the Owner must without unreasonable delay:

- (a) notify the Owners Corporation that the Works have been completed;
- (b) notify the Owners Corporation that all damage, if any, to lot and common property caused by the Works and not permitted by this by-law has been rectified;
- (c) provide the Owners Corporation with a copy of any certificate or certification required by an Authority to approve the Works;
- (d) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 48 hours of any request from the Owners Corporation to check compliance with this by-law or any consents provided under this by-law;
- (e) the Owners Corporation's right to access the Lot arising under this by-law expires once it is reasonably satisfied that paragraphs (a) to (d) immediately above have been complied with.

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3.3.2 Clauses 3.3(a) and (d) of this Part 3.3 do not apply to Works installed prior to this by-law being made.

**PART 3.4**  
**Enduring rights and obligations**

3.4.1 The Owner:

- (a) must maintain, replace and keep in good and serviceable repair the Works installed by them;
- (b) must maintain and upkeep those parts of the common property in contact with the Works;
- (c) remains liable for any damage to lot or common property arising out of the Works; and
- (d) must indemnify the Owners Corporation against any costs or losses arising out of the Works and without limitation any liability.

3.4.2 For clarity this Part 3.4.1 applies to all Works installed prior to and after this by-law being made.

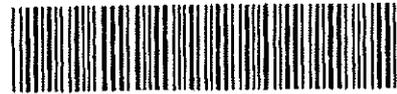
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Form: 15CB  
Release: 1.1  
www.lpi.nsw.gov.au

### CHANGE OF BY-LA



New South Wales  
Strata Schemes Management Act  
Real Property Act 1900

# AG531828C

PRIVACY NOTE: this information is legally required and will become part of the public record

(A) TORRENS TITLE

For the common property CP/SP 76304
--

(B) LODGED BY

Delivery Box  1W	Name, Address or DX and Telephone CONTI PROPERTY GROUP PH: 02 9716 8686 PO BOX 443 CONCORD NSW 2137 Reference (optional):	CODE  CB
------------------------	---	----------------

- (C) The Owners-Strata Plan No 76304 certify that pursuant to a resolution passed on 21 September 2011 and in accordance with the provisions of
- (D) section 47 Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No -  
Added by-law No Special By-Laws 5 & 6  
Amended by-law No -  
as fully set out below.  
As set out in Annexure A

(F) The common seal of the Owners-Strata Plan No 76304 was affixed on 22 September 2011 in the presence of—

Signature(s):

Name(s): Angela CHILLEMI

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



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

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

Signature of authorised officer:

Name and position of authorised officer:

All handwriting must be in block capitals.

SPECIAL BY-LAW 5

ELECTRONIC SERVICE OF DOCUMENTS TO AN OWNER

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

SPECIAL BY-LAW 6

NOTICEBOARDS

An owner's corporation must cause a notice-board to be affixed to some part of the common properly.



## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :  
(a) has either the vendor or any predecessor or the tenant applied to the 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 and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey 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. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

19. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use 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 of them?

**Owners corporation management**

20. Has the initial period expired?
21. If the property includes a utility lot, please specify the restrictions.
22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

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

**Requisitions and transfer**

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Standard form from 30 October 2016

# Residential tenancy agreement



Fair Trading

Landlord Name (1):

GHASSAN BOURIZK

Landlord Name (2):

Address for service of notices (can be an agent's address):

C/- SHOP 4, 21 - 27 AMY STREET,  
REGENTS PARK NSW  
Postcode: 2143

Telephone number (of landlord or agent): 02 9645 6699

Tenant's Name (1):

HENRY CHARLES PATTERSON

Tenant's Name (2):

BRIAN LEONARD LEWIS

Tenant's Name (3):

KELLY ELIZABETH LEWIS

Add all other tenants here:

Address for service of notices (if different to address of premises):

(H) 0405443661 (B) (K) 0405297014 Postcode:

Telephone number/s: M 0438 739 733; W (02) 4337 5400; hen.patterson46@gmail.com

Landlord's agent:

kelbel19828@gmail.com

WESTERN SYDNEY TOWN & COUNTRY

Address for service of notices:

SHOP 4, 21 - 27 AMY STREET,  
REGENTS PARK NSW  
Postcode: 2143

Telephone number/s: 02 9645 6699

Premises:

(a) location

8/29 - 33 GOSFORD AVENUE, THE ENTRANCE NSW 2261

(b) inclusions

3 BEDROOM UNIT + GARAGE + storage + Huge Court yard.

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is 12 weeks/months/years, For a fixed term agreement insert the term. Otherwise leave blank or write 'periodic'

starting on 13/07/2017 and ending on 11/07/2018

Rent: ~~\$380.00~~ \$400 a week  fortnight  payable in advance starting on 13/07/2017

The method by which the rent must be paid:

(a) to TOWN & COUNTRY at SH4/21 AMY ST, REGENTS PARK 2143  
by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 062 232 account number: 1019 4198

account name: TOWN & COUNTRY

payment reference: 8 of Gosford, or

(c) as follows: BANK TRANSFER, DEPOSIT BOOK, RENTAL REWARD

*Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

**RENTAL BOND** [*Cross out if there is not going to be a bond*]:

A rental bond of \$ ~~1520.00~~ 1600 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

### IMPORTANT INFORMATION

#### Maximum number of occupants

No more than 4 persons may ordinarily live in the premises at any one time.

#### Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: TK POWER ELECTRICAL Telephone: 0430 884 148

Plumbing repairs: AMZ PLUMBING SERVICE P/L Telephone: 0411 752 204

Other repairs: C&Y BUILDING SERVICES P/L Telephone: 0416 123 277

#### Water usage

Will the tenant be required to pay separately for water usage?  Yes  No  
If yes, see clauses 11 and 12.

#### Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No  
If yes, see clause 35.

#### Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

#### Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

*Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

## Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree:**
  - 6.1 that the increased rent is payable from the day specified in the notice, and
  - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Consumer, Trader and Tenancy Tribunal.

## Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
  - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 7.2 cease to be lawfully usable as a residence, or
  - 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

### Payment of council rates, land tax, water and other charges

9. **The landlord agrees to pay:**

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. **The tenant agrees to pay:**

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1 are separately metered, or

- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
  - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
  - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
  - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

### Possession of the premises

13. **The landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

### Tenant's right to quiet enjoyment

14. **The landlord agrees:**

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having

- superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
  - 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

### Use of the premises by tenant

#### 15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

#### 16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

#### 17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1 to remove all the tenant's goods from the residential premises, and

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

### Landlord's general obligations for residential premises

#### 18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

### Urgent repairs

#### 19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) *a burst water service,*
- (b) *an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- (c) *a blocked or broken lavatory system,*
- (d) *a serious roof leak,*
- (e) *a gas leak,*
- (f) *a dangerous electrical fault,*
- (g) *flooding or serious flood damage,*
- (h) *serious storm or fire damage,*
- (i) *a failure or breakdown of the gas, electricity or water supply to the premises,*
- (j) *a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- (k) *any fault or damage that causes the premises to be unsafe or insecure.*

### Sale of the premises

#### 20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

#### 21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

#### 22. The landlord and tenant agree:

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

### Landlord's access to the premises

#### 23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### Alterations and additions to the premises

27. **The tenant agrees:**

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

#### Locks and security devices

29. **The landlord agrees:**

29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

29.2 to give each tenant under this agreement a copy of the key or opening device or

information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree that:**

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or

- sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.*

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

#### **Change in details of landlord or landlord's agent**

##### **34. The landlord agrees:**

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

#### **Copy of certain by-laws to be provided**

*[Cross out if not applicable]*

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes

(Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.

#### **Mitigation of loss**

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### **Rental bond**

*[Cross out this clause if no rental bond is payable]*

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### **Smoke alarms**

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

#### **Swimming pools**

*[Cross out this clause if there is no swimming pool]*

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

40A. **The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

#### **Loose-fill asbestos insulation**

40B. **The landlord agrees:**

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### **Additional terms**

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

#### **Additional term—break fee**

[*Cross out this clause if not applicable*]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount]:

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

*Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

#### **Additional term—pets**

[*Cross out this clause if not applicable*]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

*Insert any other agreed additional terms here. Attach a separate page if necessary.*

# Notes

## 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

## 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

## 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

## 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**Signed by the landlord/agent**

Name of landlord/agent

JENIFFER TONG / Li Qian

Signature of landlord/agent



on the 2 day of July 2017  
in the presence of (witness)

Name of witness

LILIAN QIAN / Peter Tong

Signature of witness



**Signed by the tenant (2)**

Name of tenant

BRIAN LEONARD LEWIS

Signature of tenant



on the 2 day of July 2017  
in the presence of (witness)

Name of witness

LILIAN QIAN / Peter Tong

Signature of witness

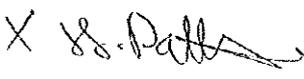


**Signed by the tenant (1)**

Name of tenant

HENRY CHARLES PATTERSON

Signature of tenant

X 

on the 2 day of July 2017  
in the presence of (witness)

Name of witness

LILIAN QIAN / Peter Tong

Signature of witness



**Signed by the tenant (3) and any other tenants**

Name of tenant/s

KELLY ELIZABETH LEWIS

Signature of tenant/s



on the 2 day of July 2017  
in the presence of (witness)

Name of witness

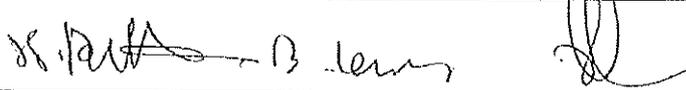
LILIAN QIAN / Peter Tong

Signature of witness



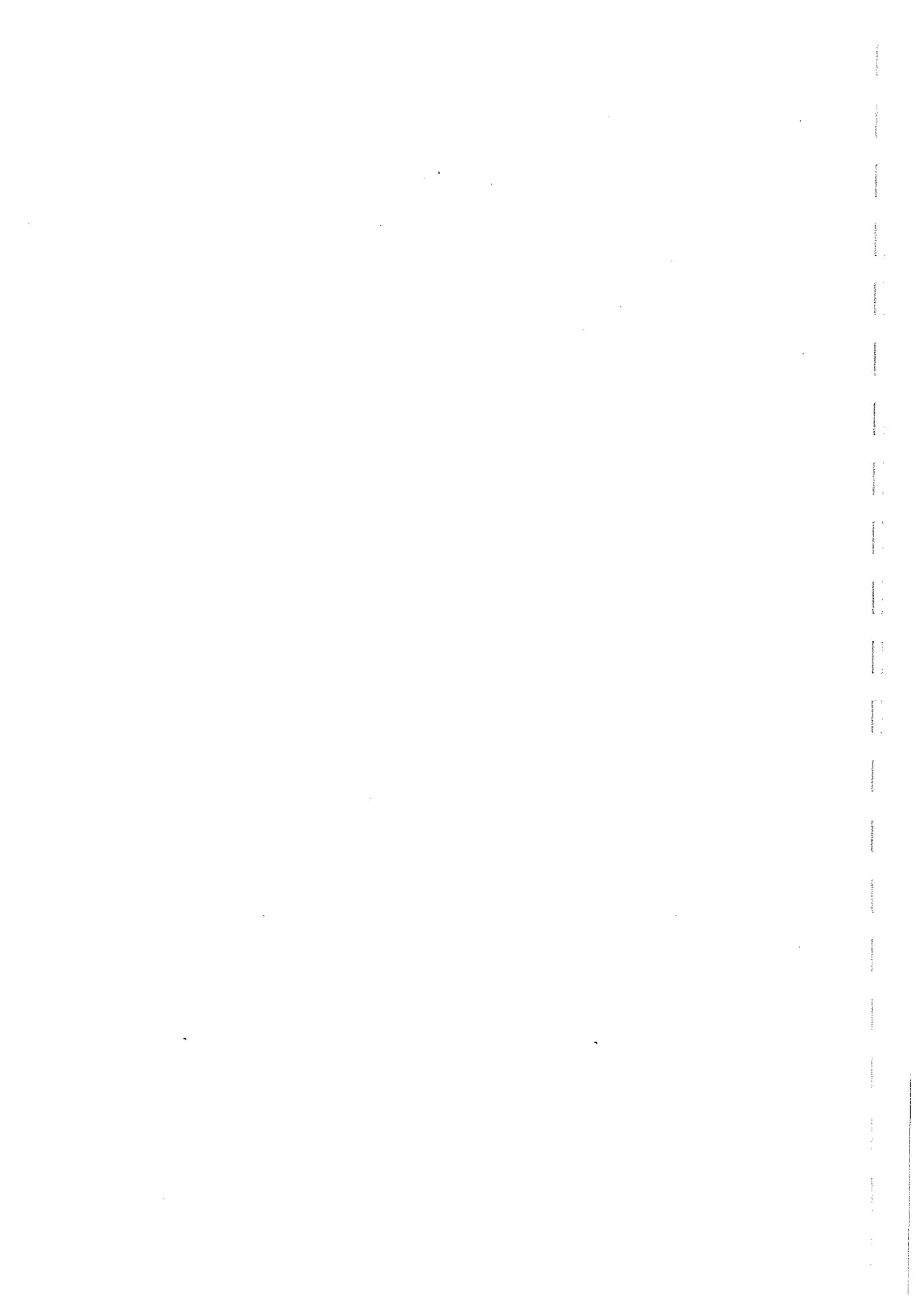
The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

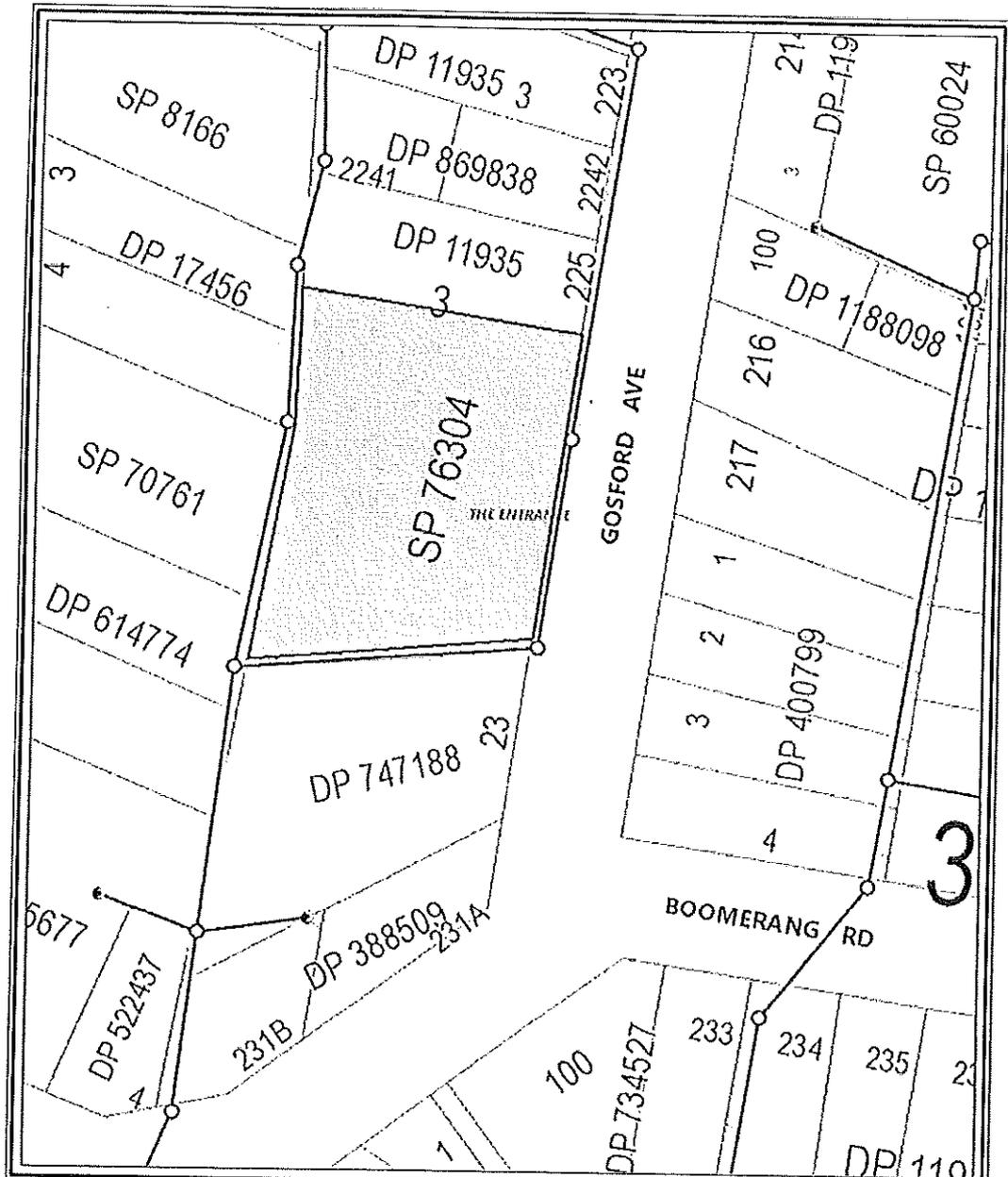
Signature of tenant/s



For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)





**Warning Note for Underground Plant Locations**

The diagram shows the location of underground plants and structures. It is not intended to be used as a guide for excavation or other work. The diagram is based on the best available information and is subject to change without notice. The Council is not responsible for any damage or injury resulting from the use of this diagram.



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

Issue Date: 16/08/2018

**Legend**

- Access Chamber
- Dead End
- ▲ Manhole
- Sewer Manhole
- ⊖ Vacuum Pot
- ⊗ Valve
- ⊠ Power Pump Station
- ⊡ Pump Station
- ⊞ Pressure Point
- Reception Mains
- ⊞ Tank Man
- Reduction Main (Labelled)
- Effluent Main
- Storm Water Main
- Rising Main
- Vacuum Main
- Rising Main (Labelled)
- ⊞ Sewer Encasement
- ⊞ Abandoned Main
- Main Not In Use
- Application



ABN 73 149 644 003  
Certificate No:30226  
Reference No: YAGHI:163692

InfoTrack Pty Ltd  
DX 578  
SYDNEY

## SECTION 10.7(2) PLANNING CERTIFICATE

This Planning Certificate is issued on 25 August 2020 in respect to the land described below, pursuant to s.10.7 of the Environmental Planning and Assessment Act 1979

Fee paid: \$53.00  
Receipt No:  
Receipt Date: 25 August 2020

### DESCRIPTION OF LAND COUNTY OF NORTHUMBERLAND

Property Address: 8/29-33 Gosford Avenue, THE ENTRANCE NSW 2261  
Property Description: Lot 8 SP 76304  
Property Owner: Mr R Yaghi

#### 1 RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

##### 1.1 Environmental Planning Instruments which apply to the land

Wyong Local Environmental Plan 2013

State Environmental Planning Policy (Primary Production and Rural Development) 2019  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Koala Habitat Protection) 2019  
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007  
State Environmental Planning Policy No 36 – Manufactured Home Estates  
State Environmental Planning Policy No 65 – Design Quality of Residential Flat Development  
State Environmental Planning Policy No 70 – Affordable Housing (Revised Schemes)  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (State Significant Precincts) 2005  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Wyong Office: 2 Hely St / PO Box 20 Wyong NSW 2259 | P 1300 463 954 | DX 7306 Wyong  
Gosford Office: 49 Mann St / PO Box 21 Gosford NSW 2250 | P 1300 463 954  
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

State Environmental Planning Policy (State and Regional Development) 2011  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Affordable Rental Housing) 2009  
State Environmental Planning Policy No 21 – Caravan Parks  
State Environmental Planning Policy No 64 – Advertising and Signage  
State Environmental Planning Policy No 50 – Canal Estate Development  
State Environmental Planning Policy No 55 – Remediation of Land  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

**1.2 Proposed Environmental Planning Instruments which will apply to the land and is or has been the subject of community consultation or public exhibition**

Draft Central Coast Local Environmental Plan will replace Gosford Local Environmental Plan 2014, Interim Development Order No. 122 – Gosford, Gosford Planning Scheme Ordinance and Wyong Local Environmental Plan 2013.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

**1.3 Development Control Plans**

Development Control Plan 2013 applies to this land.

**2 ZONING AND LAND USE**

**a Identity of the Zone**

Lot 8 SP 76304

R3 Medium Density Residential

**Identity of the zone in Proposed Environmental Planning Instrument**

Lot 8 SP 76304

Proposed R3 Medium Density Residential

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

- b development that may be carried out within the zone without the need for development consent,
- c development which may not be carried out within the zone except with development consent and
- d development which is prohibited within the zone

**e Development Standards applying to the land**

Nil

Notwithstanding the above, reference should be made to Clause 4.2B of the Local Environmental Plan, which may contain other provisions enabling or restricting the erection of Dual Occupancies and Dwelling Houses on the land.

**Development Standards in Proposed Environmental Planning Instrument**

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.

**f Critical Habitat**

Nil

**g Conservation Area**

Nil

**h Environmental Heritage**

Nil

**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

Not applicable

**3 COMPLYING DEVELOPMENT**

Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A (c) and (d) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

**1. PART 3 – HOUSING CODE**

- a Complying Development under the General Housing Code may be carried out on the land.

**2. PART 3A – RURAL HOUSING CODE**

- a Complying development under the Rural Housing Code may be carried out on the land providing the land is not less than the minimum lot size for the erection of a dwelling house under the Wyong Local Environmental Plan 2013.

3. PART 3B – LOW RISE HOUSING DIVERSITY CODE

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

4. PART 4 – HOUSING ALTERATIONS CODE

- a Complying development under the Housing Alterations Code may be carried out on the land.

5. PART 4A – GENERAL DEVELOPMENT CODE

- a Complying development under the General Development Code may be carried out on the land.

6. PART 5 – COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

- a Complying development under the Commercial and Industrial Alterations Code may be carried out on the land.

7. PART 5A – COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

- a Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land.

8. PART 5B – CONTAINER RECYCLING FACILITIES CODE

- a Complying Development under the Container Recycling Facilities Code may be carried out on the land.

9. PART 6 – SUBDIVISIONS CODE

- a Complying development under the Subdivisions Code may be carried out on the land.

10. PART 7 – DEMOLITION CODE

- a Complying development under the Demolition code may be carried out on the land.

11. PART 8 – FIRE SAFETY CODE

- a Complying development under the Fire Safety Code may be carried out on the land.

4, 4A (Repealed)

**4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

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.

**5 MINE SUBSIDENCE**

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**6 ROAD WIDENING OR ROAD ALIGNMENT**

- (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 widening or road re-alignment under the above.

- (c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK**

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 land is classed as being Acid Sulfate Soil Class 5

**7A FLOOD RELATED DEVELOPMENT CONTROLS**

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

A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0), published by the NSW Government in April 2005, unless it is otherwise defined in this Plan.

## **8 LAND RESERVED FOR ACQUISITION**

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of land by a public authority as referred to in Section 3.15 of the Act:

Nil

## **9 CONTRIBUTION PLANS**

This land is subject to the Central Coast Regional Section 7.12 Development Contributions Plan 2019

This land is subject to the Section 94 Contributions Plan for Wyong Shire No. 11 - Shirewide Infrastructure, Services and Facilities.

The land is subject to Section 94 Contributions Plan No 3 – The Entrance District.

## **9A BIODIVERSITY CERTIFIED LAND**

The land is not biodiversity certified land within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*.

## **10 BIOBANKING AGREEMENTS**

Council has not been notified by the Director-General of the Department of Planning and Environment of an agreement issued under Part 7A of the *Threatened Species Conservation Act 1995*.

## **10A NATIVE VEGETATION CLEARING SET ASIDES**

The land does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.

## **11 BUSHFIRE PRONE LAND**

The information currently available to Council indicates that this land is **not** bush fire prone land according to the Act.

## **12 PROPERTY VEGETATION PLAN**

This land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

NOTE: The advice provided in this section is based on notification by the Local Land Services - Greater Sydney of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

## **13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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.

## **14 DIRECTIONS UNDER PART 3A**

The Minister has **not** issued a direction that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

## **15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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

## **16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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

## **17 SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING**

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning, Industry and Environment in respect of the land.

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

**18 PAPER SUBDIVISION INFORMATION**

- (1) THE NAME OF ANY DEVELOPMENT PLAN ADOPTED BY A RELEVANT AUTHORITY THAT APPLIES TO THIS LAND OR THAT IS PROPOSED TO BE SUBJECT TO A CONSENT BALLOT.

Nil

- (2) THE DATE OF ANY SUBDIVISION ORDER THAT APPLIES TO THIS LAND.

Not applicable

Words and expressions used in this clause have the same meaning as they have in part 16C of this Regulation.

**19 SITE VERIFICATION CERTIFICATE**

Council is not aware of a Site Verification Certificate having been issued by the Director-General of the Department of Planning, Industry and Environment in respect to this land.

Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

**20 LOOSE-FILL ASBESTOS INSULATION**

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

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (Building Products Safety Act 2017)**

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

No

- 2.a 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

- 2.b 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

## 22 CONTAMINATED LAND MANAGEMENT ACT 1997

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

- (a) The land to which the certificate relates is 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 1300 463 954.

A handwritten signature in black ink, appearing to be 'TE' with a long horizontal stroke above it.

Tim Ennis  
Signed on Behalf of Council

## LAND USE TABLE

### Zone R3 Medium Density Residential Wyong Local Environmental Plan 2013

#### 1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain and enhance the residential amenity of the surrounding area.
- To encourage amalgamation of existing lots to facilitate well designed medium density development and to avoid unnecessary isolation of lots.

#### 2 Permitted without consent

Home occupations

#### 3 Permitted with consent

Attached dwellings; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Home-based child care; Home businesses; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Take away food and drink premises; Tank-based aquaculture; Tourist and visitor accommodation; Water recycling facilities; Water reticulation systems; Water storage facilities; Wharf or boating facilities

#### 4 Prohibited

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

## DRAFT LAND USE TABLE

### Zone R3 Medium Density Residential Draft Central Coast Local Environmental Plan

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To maintain and enhance the residential amenity of the surrounding area.
- To encourage amalgamation of existing lots to facilitate well designed medium density development and to avoid unnecessary isolation of lots.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Group homes; Home-based child care; Home businesses; Hostels; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Take away food and drink premises; Tourist and visitor accommodation; Water recycling facilities; Water reticulation systems; Water storage facilities; Wharf or boating facilities

4 Prohibited

Farm stay accommodation; Any other development not specified in item 2 or 3