

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 75277912	NSW DAN:
vendor's agent	Coastside First National 18/23 Addison Street, Shellharbour NSW 2529		Phone: 4295 5033 Fax: Ref: Matt Hutchinson
co-agent			
vendor	Alicia Kate Fletcher Unit 2 33 Wentworth Street SHELLHARBOUR NSW 2529		
vendor's solicitor	Carter O'Neill Legal PO Box 124, Gosford NSW 2250		Phone: 02 4308 8892 Fax: Ref: 200314
date for completion	42 days after the contract date	(clause 15)	Email: tayleh@carteroneill.com.au
land	2/33 WENTWORTH ST SHELLHARBOUR 2529 (Address, plan details and title reference) Lot 4 in Strata Plan 100711 4/SP100711		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
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

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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200314

75277912

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW 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.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *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 type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input 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 type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input 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 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 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
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

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

BETWEEN **Alicia Kate Fletcher** of Unit 2/33 Wentworth Street, Shellharbour, New South Wales (**Vendor**)

AND of (**Purchaser**)

1. NOTICE TO COMPLETE

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. DEATH OR INCAPACITY

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. PURCHASER ACKNOWLEDGEMENTS

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.

4. LATE COMPLETION

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. AGENT

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. SMOKE ALARMS

The property has smoke alarms installed.

7. DEPOSIT BOND

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

8. ELECTRONIC SETTLEMENT

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

9. ELECTRONIC SIGNATURES

- (a) The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the Vendors or the Purchasers which are facsimile, photocopy or any other form of electronic signatures including SignMe and DocuSign.
- (b) The parties agree to provide to the other parties within 10 business days after the date of this Contract, a cover page of the Contract bearing original signatures.
- (c) The parties agree that the cover page of the Contract bearing original signatures must be dated the same date as this Contract.

-
- (d) The parties agree that they shall not make any requisitions, objections, claim or delay completion due to the matter of execution of the Contract as at the exchange date.

9.1. If the Vendor elects to sign the Contract using DocuSign or SignMe then the following provisions take effect:

- (a) The Purchaser and their legal representative agree to accept a Vendor counterpart Contract signed by this method for the purposes of exchange and settlement.
- (b) The Vendor and their legal representative have no obligation to provide an original wet signature counterpart contract;
- (c) The Vendor will not make any claim, rescind, terminate or delay settlement for any matter raised in the above paragraphs 9.1(a) and 9.1(b).

20. CORONAVIRUS 19

20.1 For the benefit of both parties, should either party:

- (a) contract the Covid-19 virus (CoronaVirus); or
- (b) be placed in isolation or quarantine.
- (c) be directed to self-isolate by a medical Doctor or other appropriate authority; or
- (d) need to care for an immediate member of their household or family who is directly affected by matters (a) to (c) above,

then the parties agree that the following provisions shall apply:

20.1.1. the other party cannot issue a Notice to Complete on that party until such time as that person or persons have been medically cleared by a medical Doctor or other appropriate authority.

20.1.2. the party seeking the benefit of this clause must provide suitable documentation to reasonably evidence the events referred to in sub-clauses 20.1 (a) to (d).

(a) completion shall take place on the later of:

- i. the scheduled completion date; and
- ii. within twenty-one (21) days after the date from which the party is diagnosed as free from the Coronavirus.

(b) if the Vendor is the party seeking the benefit of this clause, he shall do all things reasonable to vacate the property a minimum of 24 hours prior to completion.

20.1.3. it is an essential term of this Contract that the Vendor will thoroughly disinfect the property prior to completion. For the purpose of clarity "thoroughly disinfect" includes but is not limited to: vacuuming carpets, cleaning air-conditioning filters and using disinfectant products to clean door handles, light

switches, hard surfaces, remote controls, windows, appliances and to mop hard floors



FOLIO: 4/SP100711

SEARCH DATE	TIME	EDITION NO	DATE
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27/11/2020	3:14 PM	2	11/2/2020

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

LAND

LOT 4 IN STRATA PLAN 100711
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR

FIRST SCHEDULE

ALICIA KATE FLETCHER (T AP893147)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100711
2 AP893148 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200314

PRINTED ON 27/11/2020

* 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/SP100711

SEARCH DATE	TIME	EDITION NO	DATE
27/11/2020	3:16 PM	2	18/11/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100711
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM SP100711

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100711
ADDRESS FOR SERVICE OF DOCUMENTS:
SUITE 5, 324 CROWN STREET
WOLLONGONG 2500

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1234034 EASEMENT FOR FUTURE SERVICES 5.37 METRE(S) WIDE
(LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 3 DP1234034 RIGHT OF ACCESS 5.37 METRE(S) WIDE (LIMITED IN
STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1257861 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN
VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 5 SP100711 RESTRICTION(S) ON THE USE OF LAND
- 6 AQ557509 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AQ557509 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 100711

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 8		2 - 9		3 - 26		4 - 27	
5 - 30							

NOTATIONS

UNREGISTERED DEALINGS: NIL

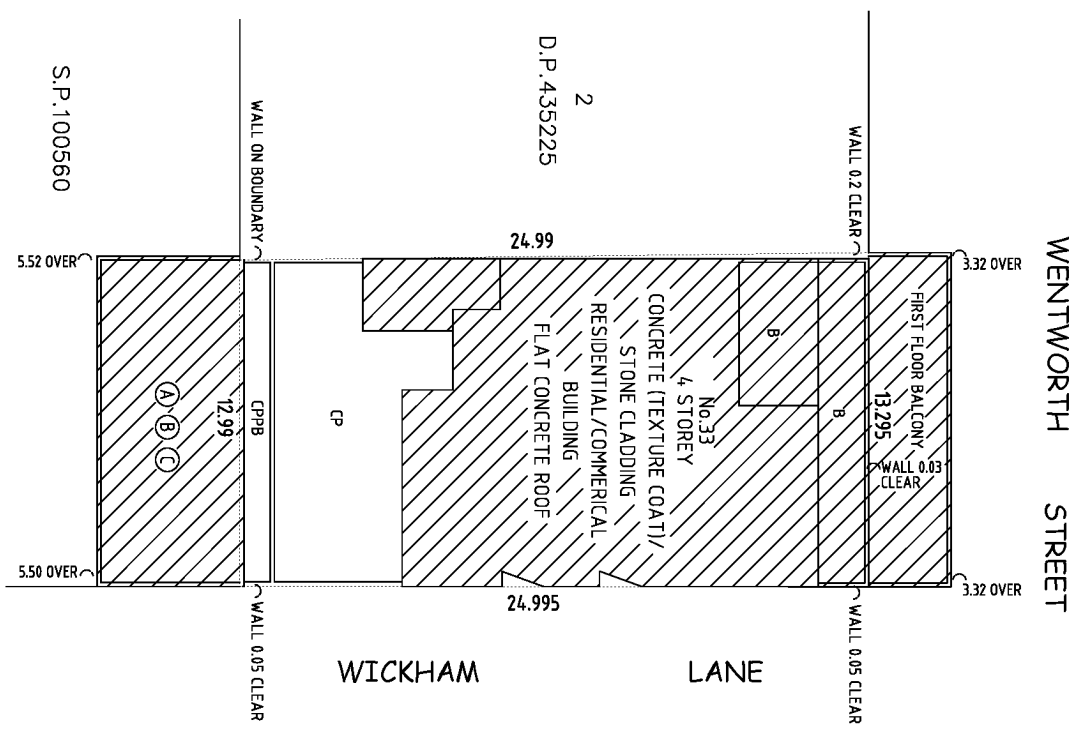
*** END OF SEARCH ***

200314

PRINTED ON 27/11/2020

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LOCATION PLAN



NOTES
B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
CPPB DENOTES COMMON PROPERTY (PLANTER BOX)

- (A) RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 15.13 AHD TO RL 19.88 AHD (BY D.P. 1234.034)
- (B) EASEMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 18.35 AHD TO RL 19.88 AHD (BY D.P. 1234.034)
- (C) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH AND LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL 15.13 TO RL 20.35 (BY DP 1257861)

SURVEYOR Name: DAVID RAYMOND ARMSTRONG Date: 12-09-2019 Reference: 101667W	PLAN OF SUBDIVISION OF LOT 202 IN D.P. 1234035	L.G.A.: SHELLHARBOUR Locality: SHELLHARBOUR Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED 23.1.2020	SP100711
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NOTES

AREAS ARE APPROXIMATE

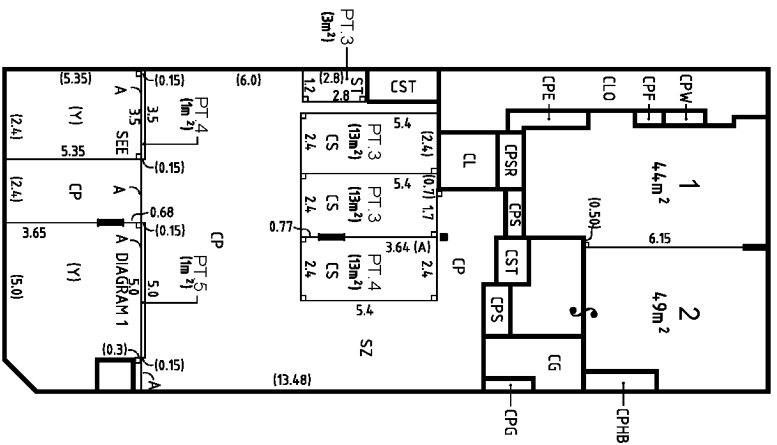
THE PART OF THE BALCONY DESIGNATED (X) WHICH ENROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE

BALCONIES ARE LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT

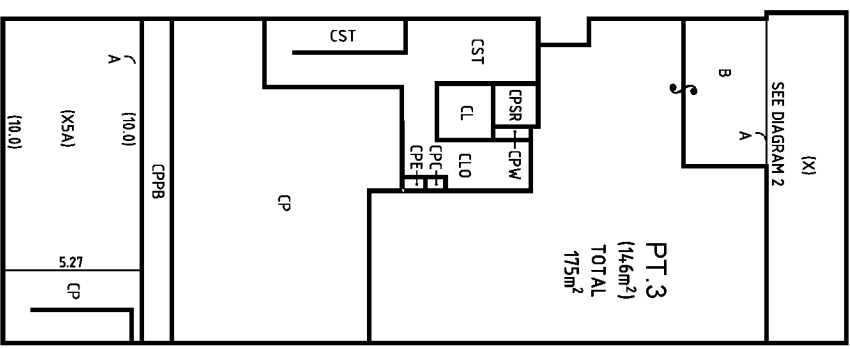
THE PART OF THE GROUND FLOOR CARPARK DESIGNATED (Y) WHICH ENROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE BY THE ADJOINING LOT. THE PROVISIONS OF THE ACT APPLY TO THIS AREA OTHER THAN THOSE RELATING TO OWNERSHIP AND CERTIFICATE OF TITLE

THE PART OF LEVEL 1 DESIGNATED (XSA) WHICH ENROACHES OVER THE PARCEL BOUNDARY IS FOR THE EXCLUSIVE USE OF LOT 5

- A DENOTES PARCEL AND LOT BOUNDARY
- B DENOTES BALCONY
- CG DENOTES COMMON PROPERTY (GARBAGE ROOM)
- CL DENOTES COMMON PROPERTY (LIFT)
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- ST DENOTES STORE ROOM
- SZ DENOTES SHARED ZONE
- CLO DENOTES COMMON PROPERTY (CLOBBY)
- CPC DENOTES COMMON PROPERTY (COMMONS)
- CPE DENOTES COMMON PROPERTY (ELEC)
- CPF DENOTES COMMON PROPERTY (FIRE)
- CPG DENOTES COMMON PROPERTY (GAS)
- CPS DENOTES COMMON PROPERTY (SERVICES)
- CPW DENOTES COMMON PROPERTY (WATER METER)
- CST DENOTES COMMON PROPERTY (STAIRS)
- CPPB DENOTES COMMON PROPERTY (PLANTER BOX)
- CPHB DENOTES COMMON PROPERTY (HYDRANT BOOSTER)
- CPSR DENOTES COMMON PROPERTY (SERVICE RISER)
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN
- ⊥ DENOTES 90°



GROUND FLOOR



LEVEL 1

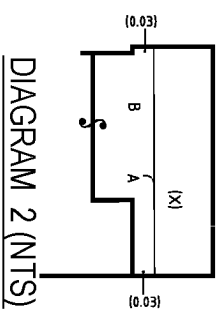


DIAGRAM 2 (NTS)

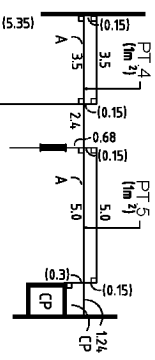
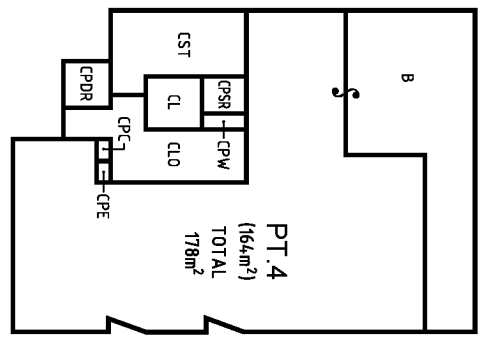
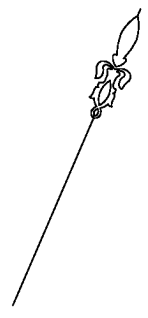
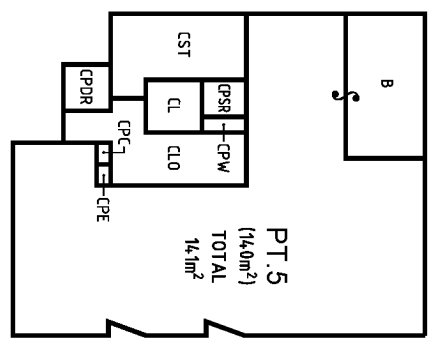


DIAGRAM 1 (NTS)

<p>SURVEYOR</p> <p>Name: DAVID RAYMOND ARMSTRONG</p> <p>Date: 12-09-2019</p> <p>Reference: 101667W</p>	<p>PLAN OF SUBDIVISION OF</p> <p>LOT 202 IN D.P.1234035</p>	<p>L.G.A.: SHELLHARBOUR</p> <p>Locality: SHELLHARBOUR</p> <p>Reduction Ratio: 1: 200</p> <p>Lengths are in metres</p>	<p>REGISTERED</p> <p>23.1.2020</p>	<p>SP100711</p>
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LEVEL 2



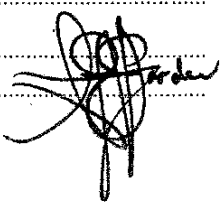



LEVEL 3

NOTES
AREAS ARE APPROXIMATE
BALCONIES ARE LIMITED IN HEIGHT TO 2.8 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED WITHIN THIS LIMIT

- B DENOTES BALCONY
- CL DENOTES COMMON PROPERTY (LIFT)
- CLO DENOTES COMMON PROPERTY (LOBBY)
- CPC DENOTES COMMON PROPERTY (COMMS)
- CPE DENOTES COMMON PROPERTY (ELEC.)
- CPW DENOTES COMMON PROPERTY (WATER METER)
- CST DENOTES COMMON PROPERTY (STAIRS)
- CPDR DENOTES COMMON PROPERTY (DRYING ROOM)
- CPSR DENOTES COMMON PROPERTY (SERVICE RISER)

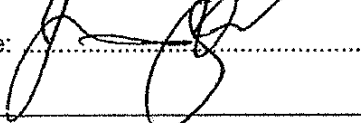
SURVEYOR Name: DAVID RAYMOND ARMSTRONG Date: 12-09-2019 Reference: 101667W	PLAN OF SUBDIVISION OF LOT 202 IN D.P.1234035	L.G.A.: SHELLHARBOUR Locality: SHELLHARBOUR Reduction Ratio: 1: 200 Lengths are in metres	REGISTERED  23.1.2020	SP100711
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SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet (s)
Office Use Only		Office Use Only	
Registered:  23.1.2020		SP100711	
PLAN OF SUBDIVISION OF: LOT 202 IN D.P.1234035		LGA: SHELLHARBOUR Locality: SHELLHARBOUR Parish: TERRAGONG County: CAMDEN	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme			
Address for Service of Documents INTEGRITY STRATA SUITE 5, 324 CROWN STREET WOLLONGONG, 2500 Provide an Australian postal address including a postcode		The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A /*B Smoke penetration: Option *A /*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I <u>DAVID RAYMOND ARMSTRONG</u> of <u>INTRAX CONSULTING GROUP</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by DP1257861 Signature:  Date: <u>12-09-2019</u> Surveyor ID: <u>8909</u> Surveyor's Reference: <u>101667W</u> <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		Strata Certificate (Accredited Certifier) I <u>ADRIAN PHILLIP BARDEN</u> being an Accredited Certifier, accreditation number <u>BPB0767</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>15672</u> Relevant Planning Approval No.: <u>DA0203/2016</u> issued by: <u>SHELLHARBOUR CITY COUNCIL</u> Signature:  Date: <u>29 NOVEMBER 2019</u> <small>^ Insert lot numbers of proposed utility lots.</small>	

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  23.1.2020		SP100711

VALUER'S CERTIFICATE


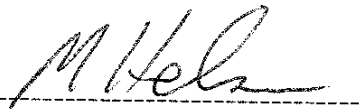

I, James Sharpe being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 23-10-2019


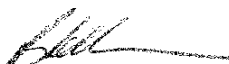
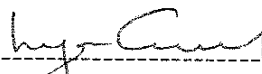

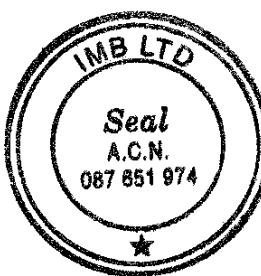
~~PROPOSED~~ SCHEDULE OF UNIT ENTITLEMENT

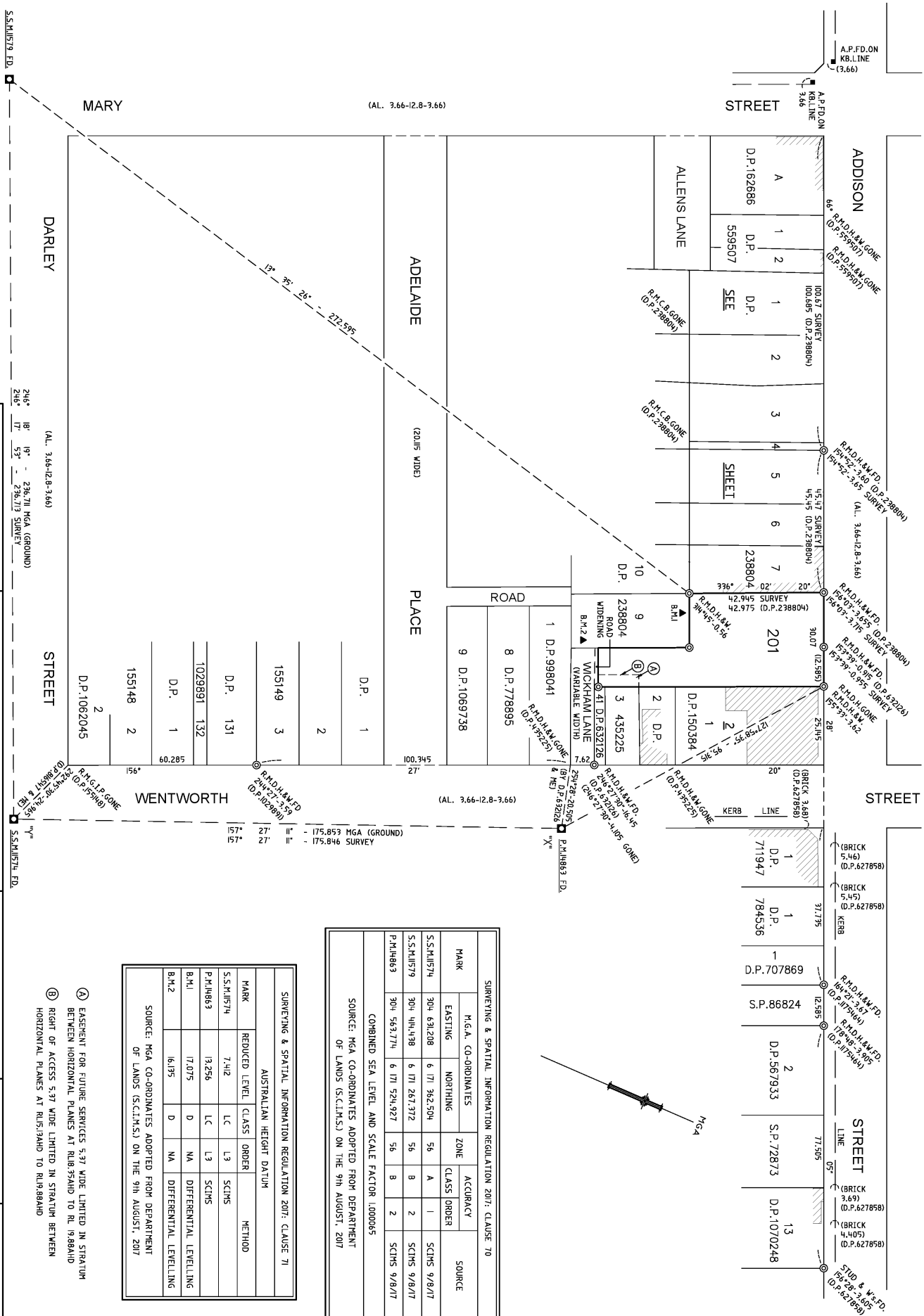
LOT No.	UNIT ENTITLEMENT
1	8
2	9
3	26
4	27
5	30
AGGREGATE	100

ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)																																										
<div style="text-align: center;">Office Use Only</div> <div style="display: flex; align-items: center; justify-content: center;"><div style="text-align: left; margin-right: 20px;">Registered:  23.1.2020</div><div style="font-size: 2em; font-weight: bold;">SP100711</div></div>		<div style="text-align: center;">Office Use Only</div>																																										
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>																																												
<p style="text-align: center;">PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE:</p> <p style="text-align: center;">1. RESTRICTION ON THE USE OF LAND</p> <table border="1" style="width:100%; border-collapse: collapse; margin: 20px auto;"><thead><tr><th>Lot Number</th><th>Sub-Address Number</th><th>Address Number</th><th>Road Name</th><th>Road Type</th><th>Locality</th></tr></thead><tbody><tr><td>CP</td><td style="text-align: center;">—</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr><tr><td>1</td><td style="text-align: center;">4</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr><tr><td>2</td><td style="text-align: center;">5</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr><tr><td>3</td><td style="text-align: center;">1</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr><tr><td>4</td><td style="text-align: center;">2</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr><tr><td>5</td><td style="text-align: center;">3</td><td style="text-align: center;">33</td><td>WENTWORTH</td><td style="text-align: center;">STREET</td><td>SHELLHARBOUR</td></tr></tbody></table> <div style="display: flex; justify-content: space-around; margin-top: 40px;"><div style="text-align: center;"> ----- MARK HELSON</div><div style="text-align: center;"> ----- JOANNE HELSON</div></div>			Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality	CP	—	33	WENTWORTH	STREET	SHELLHARBOUR	1	4	33	WENTWORTH	STREET	SHELLHARBOUR	2	5	33	WENTWORTH	STREET	SHELLHARBOUR	3	1	33	WENTWORTH	STREET	SHELLHARBOUR	4	2	33	WENTWORTH	STREET	SHELLHARBOUR	5	3	33	WENTWORTH	STREET	SHELLHARBOUR
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality																																							
CP	—	33	WENTWORTH	STREET	SHELLHARBOUR																																							
1	4	33	WENTWORTH	STREET	SHELLHARBOUR																																							
2	5	33	WENTWORTH	STREET	SHELLHARBOUR																																							
3	1	33	WENTWORTH	STREET	SHELLHARBOUR																																							
4	2	33	WENTWORTH	STREET	SHELLHARBOUR																																							
5	3	33	WENTWORTH	STREET	SHELLHARBOUR																																							
Surveyor's Reference: 101667W																																												

ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only		Office Use Only
Registered:  23.1.2020		SP100711
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>Signatures and seals - see section 22 <i>Strata Schemes Development Act 2015</i>		
<p style="text-align: center;">BY AUTHORITY OF THE COMPANY'S CONSTITUTION</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div><p>BILL JOHNSTON Appointee Person </p><p>LYN PATRICIA CUELL Appointee Person </p><p>MORTGAGEE (AN51340) AN571340 </p></div><div></div></div>		
Surveyor's Reference: 101667W		



SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 10					
MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER	SOURCE
S.S.M1574	304 631.208	6 171 362.504	56	A	1
S.S.M1579	304 414.138	6 171 267.372	56	B	2
P.M.H663	304 563.774	6 171 524.927	56	B	2
					SCINS 9/8/17

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LANDS (S.C.L.M.S.) ON THE 9th AUGUST, 2017

SURVEYING & SPATIAL INFORMATION REGULATION 2017: CLAUSE 11					
MARK	REDUCED LEVEL	CLASS	ORDER	METHOD	
S.S.M1574	7.412	LC	L3	SCINS	
P.M.H663	13.256	LC	L3	SCINS	
B.M.1	17.075	D	NA	DIFFERENTIAL LEVELLING	
B.M.2	16.195	D	NA	DIFFERENTIAL LEVELLING	

SOURCE: MGA CO-ORDINATES ADOPTED FROM DEPARTMENT OF LANDS (S.C.L.M.S.) ON THE 9th AUGUST, 2017

- Ⓐ EASEMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATHGROVE BETWEEN HORIZONTAL PLANES AT RL10.934MD TO RL 9.884MD
- Ⓑ RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATHGROVE BETWEEN HORIZONTAL PLANES AT RL10.934MD TO RL10.884MD

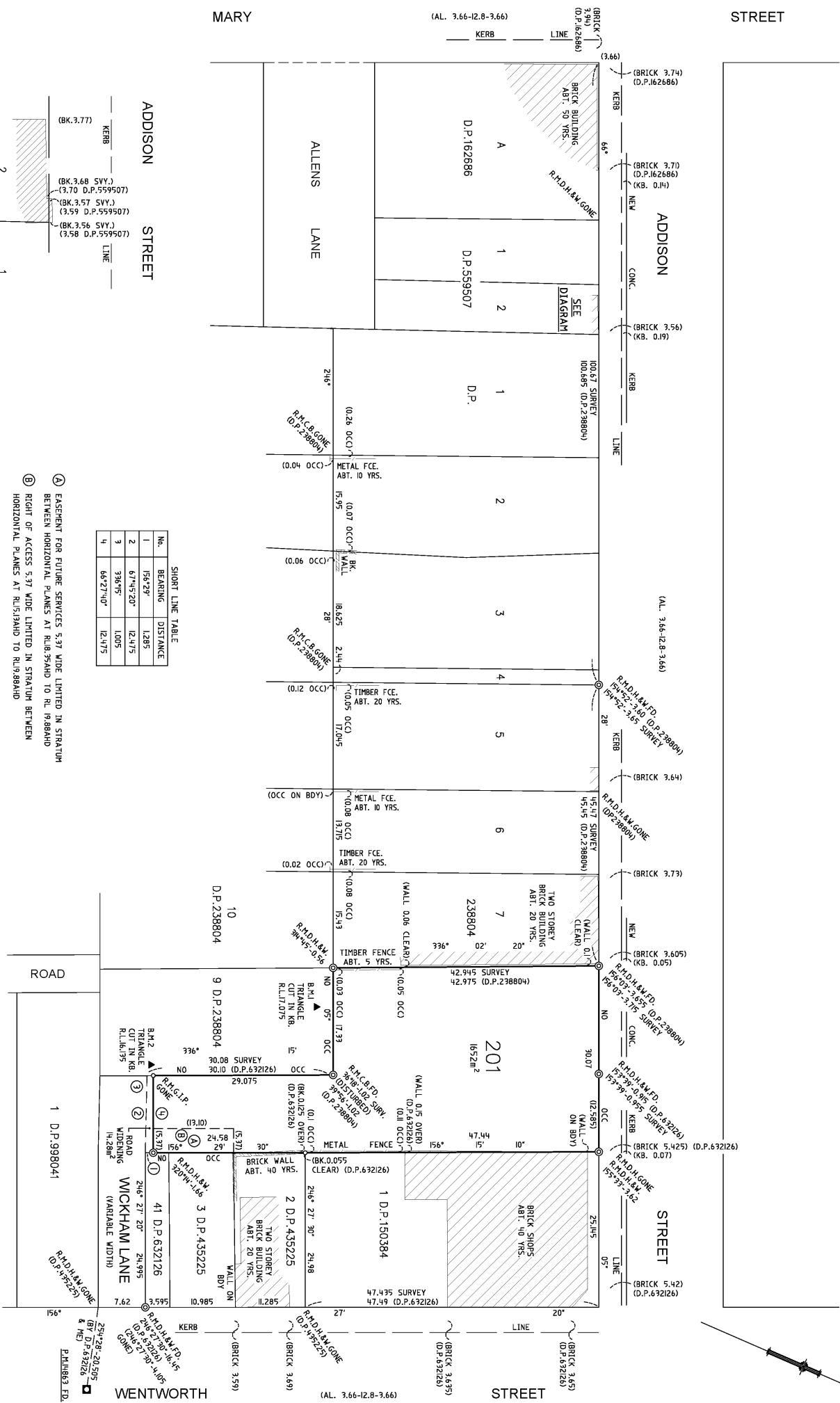
Surveyor: David Raymond Armstrong
 Date of Survey: 27.09.2017
 Surveyor's Ref: 11328
 REP 11328

PLAN OF SUBDIVISION
 CONSOLIDATION OF LOT 8 IN D.P. 238804
 AND LOT 42 IN D.P. 632126

LGA: SHELLHARBOUR
 Locality: SHELLHARBOUR
 Subdivision No.: 204/2016
 Lengths are in metres. Reduction Ratio 1:300

Registered
 26.02.2018

DP1234034



SHORT LINE TABLE

No.	BEARING	DISTANCE
1	156° 29'	128.5
2	67° 45' 20"	124.175
3	334° 15'	100.5
4	66° 27' 40"	124.175

- Ⓐ EASEMENT FOR FUTURE SERVICES 5.37 MIDE LIMITED IN STRATHM
BETWEEN HORIZONTAL PLAINES AT RL18.35M TO RL 19.88M
Ⓑ RIGHT OF ACCESS 5.37 MIDE LIMITED IN STRATHM BETWEEN
HORIZONTAL PLAINES AT RL15.3M TO RL19.88M

ROAD

1	D.P. 998041
---	-------------

Surveyor: David Raymond Armstrong
Date of Survey: 27.09.2017
Surveyor's Ref: 11328
REP 11328

PLAN OF SUBDIVISION
CONSOLIDATION OF LOT 8 IN D.P. 238804
AND LOT 42 IN D.P. 632126

LGA: SHELLHARBOUR
Locality: SHELLHARBOUR
Subdivision No.: 204/2016

Registered
26.02.2018
DP1234034

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of ⁴ 3 Sheet(s)																								
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Office Use Only</p> <p>Registered : 26.02.2018</p> <p>Title System : TORRENS</p> </div> <div style="width: 50%; text-align: center;"> <p>Office Use Only</p> <p style="font-size: 2em; font-weight: bold;">DP1234034 (E)</p> </div> </div>																										
<p>PLAN OF</p> <p>SUBDIVISION</p> <p>CONSOLIDATION OF LOT 8 IN D.P.238804</p> <p>AND LOT 42 IN D.P.632126</p>		<p>LGA : SHELLHARBOUR</p> <p>Locality : SHELLHARBOUR</p> <p>Parish : TERRAGONG</p> <p>County : CAMDEN</p>																								
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>DAVID RAYMOND ARMSTRONG</u></p> <p>of <u>ENGINEERING SURVEY GROUP, 5 MOSS STREET, NOWRA 2541</u></p> <p>a surveyor registered under the Surveying and Spatial Information Act 2002, certify that :</p> <p>* (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on <u>27.09.2017</u>, or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding**</p> <p>was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</p> <p>Datum Line : <u>"X"-"Y"(MGA)</u></p> <p>Type : *Urban/*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous</p> <p>Signature : Dated : <u>17-11-17</u></p> <p>Surveyor identification No: <u>8909</u></p> <p>Surveyor registered under the Surveying and Spatial Information Act 2002</p> <p><small>* Strike out inappropriate words.</small></p> <p><small>** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;">Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature :</p> <p>Date :</p> <p>File Number :</p> <p>Office :</p>																								
<p style="text-align: center;">Subdivision Certificate</p> <p>I,</p> <p>* Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature :</p> <p>Accreditation number SEE SHEET 2</p> <p>Consent Authority :</p> <p>Date of Endorsement :</p> <p>Subdivision Certificate number :</p> <p>File number :</p> <p><small>* Strike through if inapplicable.</small></p>		<p style="text-align: center;">Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center; padding-top: 20px;">IT IS INTENDED TO DEDICATE THE AREA DENOTED AS 'ROAD WIDENING' TO THE PUBLIC AS PUBLIC ROAD</p>																								
<p>Plans used in the preparation of survey/compilation:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">1-1966</td> <td style="width: 33%;">D.P.238804</td> <td style="width: 33%;">D.P.1057442</td> </tr> <tr> <td>D.P.11740</td> <td>D.P.435225</td> <td>D.P.1069738</td> </tr> <tr> <td>D.P.26574</td> <td>D.P.559507</td> <td>D.P.1156358</td> </tr> <tr> <td>D.P.150384</td> <td>D.P.627858</td> <td>D.P.1175464</td> </tr> <tr> <td>D.P.155149</td> <td>D.P.632126</td> <td>D.P.1206973</td> </tr> <tr> <td>D.P.161284</td> <td>D.P.816547</td> <td></td> </tr> <tr> <td>D.P.162626</td> <td>D.P.1029891</td> <td></td> </tr> <tr> <td>D.P.231199</td> <td>D.P.1049973</td> <td></td> </tr> </table>		1-1966	D.P.238804	D.P.1057442	D.P.11740	D.P.435225	D.P.1069738	D.P.26574	D.P.559507	D.P.1156358	D.P.150384	D.P.627858	D.P.1175464	D.P.155149	D.P.632126	D.P.1206973	D.P.161284	D.P.816547		D.P.162626	D.P.1029891		D.P.231199	D.P.1049973		<p>Signatures, Seals and Section 88B Statements should appear on</p> <p style="text-align: center;">PLAN FORM 6A</p>
1-1966	D.P.238804	D.P.1057442																								
D.P.11740	D.P.435225	D.P.1069738																								
D.P.26574	D.P.559507	D.P.1156358																								
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D.P.161284	D.P.816547																									
D.P.162626	D.P.1029891																									
D.P.231199	D.P.1049973																									
<p>Surveyor's Reference: 11328</p> <p style="text-align: center;">REP 11328</p>																										

3.10.2019

PLAN HEADING & SUBDIVISION CERTIFICATE AMENDED VIDE 2018-288


PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 4 Sheet(s)	
Registered :  26.02.2018 Title System : TORRENS		Office Use Only		Office Use Only	
		DP1234034			
PLAN OF SUBDIVISION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126		LGA : SHELLHARBOUR Locality : SHELLHARBOUR Parish : TERRAGONG County : CAMDEN			
Survey Certificate I, of a surveyor registered under the Surveying and Spatial Information Act 2002, certify that : * (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on , or * (b) The part of the land shown in the plan (*being/* excluding**) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or * (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line : Type : * Urban/* Rural- The terrain is *Level-Undulating /*Steep-Mountainous Signature : Dated : Surveyor identification No: Surveyor registered under the Surveying and Spatial Information Act 2002 * Strike out inappropriate words. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW / Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature : Date : File Number : Office :			
		Subdivision Certificate I, * Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature :  Accreditation number : Consent Authority : <u>Shellharbour City Council</u> Date of Endorsement : <u>12.11.18</u> Subdivision Certificate number : <u>204/2016</u> File number : * Strike through if inapplicable.			
Plans used in the preparation of survey/compilation:		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 11328 REP 11328		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

3.10.2019



THIS SHEET ADDED VIDE 2018-288

ePlan


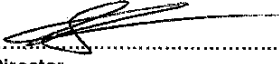
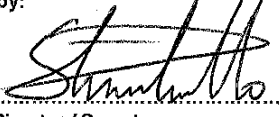

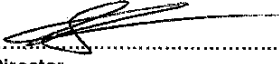
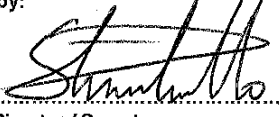
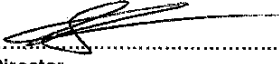
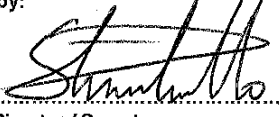
PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 Sheet(s)										
<div style="display: flex; justify-content: space-between;"><div>Registered :  26.02.2018</div><div>Office Use Only</div></div>		Office Use Only										
<div style="display: flex;"><div style="flex: 1;"><p>PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126</p><p>Subdivision Certificate Number :</p><p>Date of Endorsement :</p></div><div style="flex: 1; text-align: center;"><h1>DP1234034</h1></div></div>												
		<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SS1 Regulation 2017• Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.										
<table border="1" style="margin: auto;"><thead><tr><th>LOT</th><th>STREET No.</th><th>STREET NAME</th><th>STREET TYPE</th><th>LOCALITY</th></tr></thead><tbody><tr><td>201</td><td>23</td><td>ADDISON</td><td>STREET</td><td>SHELLHARBOUR</td></tr></tbody></table>			LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY	201	23	ADDISON	STREET	SHELLHARBOUR
LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY								
201	23	ADDISON	STREET	SHELLHARBOUR								
<p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE :</p> <p>1. EASEMENT FOR FUTURE SERVICES 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL18.35AHD TO RL 19.88AHD</p> <p>2. RIGHT OF ACCESS 5.37 WIDE LIMITED IN STRATUM BETWEEN HORIZONTAL PLANES AT RL15.13AHD TO RL19.88AHD</p>												
<p>If space is insufficient use additional annexure sheet</p>												
Surveyor's Reference: 11328 REP 11328												

3.10.2019

PLAN HEADING AMENDED VIDE 2018-288



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PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet ⁴ 2 of ⁴ 2 Sheet(s)				
Registered :  26.02.2018	Office Use Only	Office Use Only				
PLAN OF SUBDIVISION CONSOLIDATION OF LOT 8 IN D.P.238804 AND LOT 42 IN D.P.632126	DP1234034					
Subdivision Certificate Number :	<p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SS1 Regulation 2017• Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.					
Date of Endorsement :						
<p>Signed on behalf of <u>ADDISON STREET DEVELOPMENTS PTY LTD</u> Pursuant to section 127 of the corporations act 2001 by:</p> <table><tr><td> Director</td><td> Director / Secretary</td></tr><tr><td><u>BRET SUTCLIFFE</u> Print Name</td><td><u>STEVEN GOECHO</u> Print Name</td></tr></table> <p>Signature of Witness: </p> <p>Name of Witness : <u>ADAM STEWART</u></p> <p>Address of Witness: <u>295a BROUGHTON VALE RD, BROUGHTON VALE, NSW 2585</u></p> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 11328 REP 11328</p>			 Director	 Director / Secretary	<u>BRET SUTCLIFFE</u> Print Name	<u>STEVEN GOECHO</u> Print Name
 Director	 Director / Secretary					
<u>BRET SUTCLIFFE</u> Print Name	<u>STEVEN GOECHO</u> Print Name					

3.10.2019



PLAN HEADING AMENDED VIDE 2018-288

PLAN FORM 2 (A2)

DP1257861

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

etPlan

Sheet 1 of 1 Sheets

HEIGHT SCHEDULE					STATE
MARK	AHD VALUE	CLASS	ORDER	METHOD	
S.S.M.1574	7.472	LC	L3	SCMS	FOUND
P.M.1463	13.256	LC	L3	SCMS	FOUND
B.M.1	17.155	D	NA	DP257860	FOUND
B.M.2	16.155	D	NA	DP234034	FOUND

DATE OF SCMS AHD VALUES: 30-09-2019

HEIGHT DATUM: AHD71

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
S.S.M.1574	P.M.1463	-5.844	DIFFERENTIAL LEVELLING
P.M.1463	B.M.2	-2.879	DIFFERENTIAL LEVELLING
B.M.2	B.M.1	-1.020	TRIGONOMETRIC HEIGHTING
B.M.1	B.M.2	1.020	TRIGONOMETRIC HEIGHTING
B.M.2	P.M.1463	2.879	DIFFERENTIAL LEVELLING
P.M.1463	S.S.M.1574	5.844	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

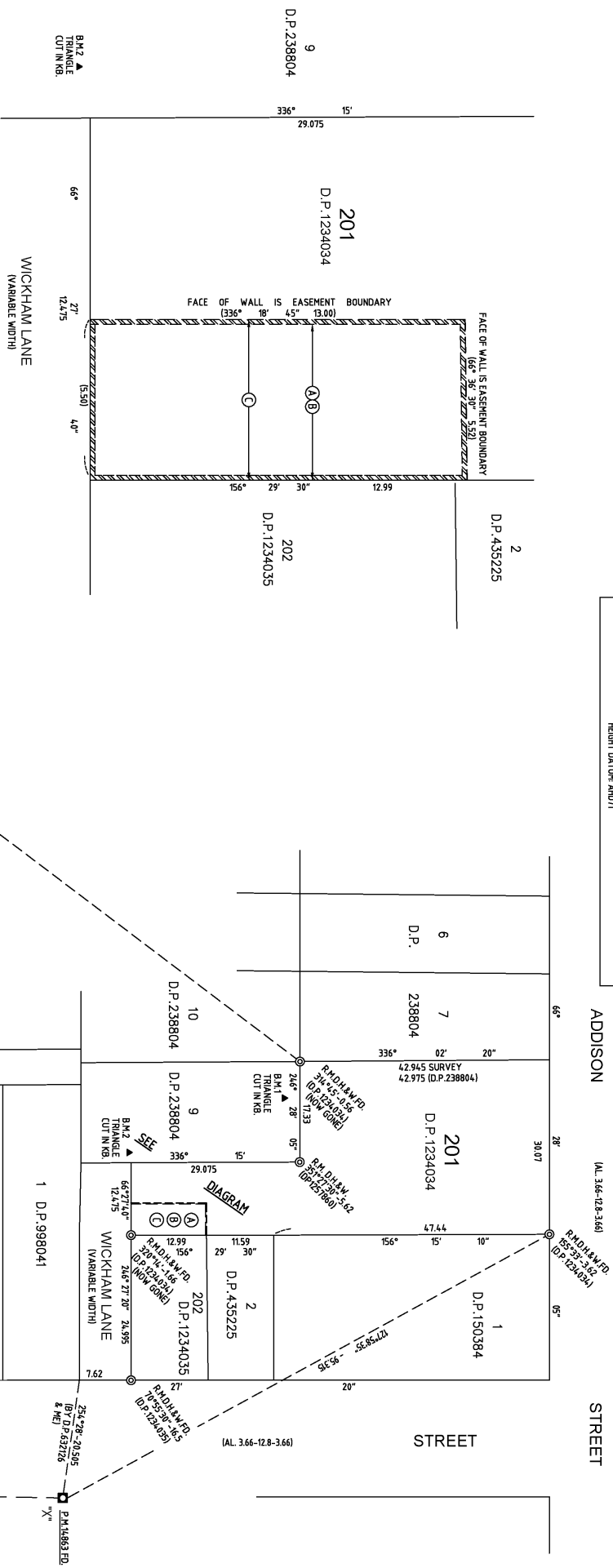
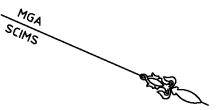
COORDINATE SCHEDULE					STATE
MARK	MGA COORDINATES		CLASS	ORDER	
	EASTING	NORTHING			
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S.S.M.1579	304.416.438	6 171 267.372	B	2	FROM SCMS
P.M.1463	304.563.774	6 171 524.927	B	2	FROM SCMS

DATE OF SCMS COORDINATES: 30-09-2019


MGA ZONE: 56


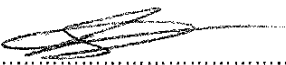


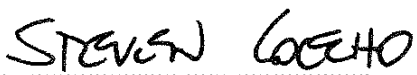
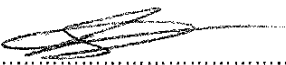


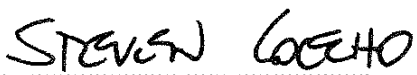
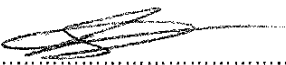


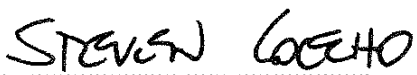
COMBINED SCALE FACTOR: 1.000655

MGA DATUM: GDA94



SURVEYOR Name: David Raymond Armstrong Date: 03-10-2019 Reference: 101667/E2	PLAN OF EASEMENT WITHIN LOT 201 IN D.P. 1234034	LGA: SHELLHARBOUR Locality: SHELLHARBOUR Reduction Ratio: 1:500 Lengths are in metres	Registered 28.11.2019	DP1257861
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PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  28.11.2019 Office Use Only Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1257861</h1>			
PLAN OF EASEMENT WITHIN LOT 201 DP1234034		LGA: SHELLHARBOUR Locality: SHELLHARBOUR Parish: TERRAGONG County: CAMDEN			
Survey Certificate I, David Armstrong of T 5, 224 CENTRAL COAST HIGHWAY, ERINA 2250 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on . 03-10-2019 , or *(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous. Signature:  Dated: 11/11/2019 Surveyor Identification No: 8909..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.100J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation: DP 1234034 DP 1235035 DP 238804		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 101667-E2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)				
<div>Registered:  28.11.2019 Office Use Only</div> <div>PLAN OF EASEMENT WITHIN LOT 201 DP1234034</div> <div>Subdivision Certificate number:</div> <div>Date of Endorsement:</div>		<div>Office Use Only</div> <div>DP1257861</div> <div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.				
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO CREATE:</p> <p>1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH(C) - LIMITED IN STRATUM</p> <p>Signed on behalf of ADDISON STREET DEVELOPMENTS PTY LTD (ACN:608 545 491) pursuant to section 127 of the corporations act 2001 by:</p> <table><tbody><tr><td> DIRECTOR SIGNATURE</td><td> DIRECTOR/SECRETARY SIGNATURE</td></tr><tr><td> DIRECTOR NAME</td><td> DIRECTOR/SECRETARY NAME</td></tr></tbody></table> <p>.....</p> <p>MORTGAGEE (AN316053)</p> <p>.....</p> <p>If space is insufficient use additional annexure sheet</p> <p>Surveyor's Reference: 101667-E2</p>			 DIRECTOR SIGNATURE	 DIRECTOR/SECRETARY SIGNATURE	 DIRECTOR NAME	 DIRECTOR/SECRETARY NAME
 DIRECTOR SIGNATURE	 DIRECTOR/SECRETARY SIGNATURE					
 DIRECTOR NAME	 DIRECTOR/SECRETARY NAME					

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



28.11.2019

Office Use Only

Office Use Only

PLAN OF EASEMENT WITHIN LOT 201
DP1234034

DP1257861

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]

Signature of Witness:

Name of Witness: Sharon Samuels.....

Address of Witness: 150 Collins Street
Melbourne VIC 3000

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

SIGNED by Jaishinta Nair as attorney
for Westpac Banking Corporation ABN 33 007 457
141 under power of attorney registered 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.

**s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16035 DP

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 20
Real Property Act 1900



AQ557509Y

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

(A) TORRENS TITLE	For the common property CP/SP100711	
(B) LODGED BY	Document Collection Box	Name, Address or DX Station (if applicable) and County 268D LLP; 132579W
	Reference:	518430 PDC
		CODE CH

- (C) The Owners-Strata Plan No. SP100711 certify that a special resolution was passed on 20/5/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
- Added by-law No. 25, 26
- Amended by-law No. 16
- as fully set out below:
- See Annexure A.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure B
- (G) The seal of The Owners-Strata Plan No. SP100711 was affixed on 29 October 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority:

Signature:

Name:

Authority:



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

Annexure: **A** to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

The Owners - Strata Plan No. SP100711

Dated: *29 October 2020*

1. The text of by-law 16 is deleted and replaced with:

16. Keeping of animals

16.1 An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

16.2 The notice must be given not later than 14 days after the animal commences to be kept on the lot.

16.3 If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must -

- a) Keep the animal within the lot, and
- b) Supervise the animal when it is on the common property, and
- c) Take any action that is necessary to clean all areas of the lot or common property that are soiled by the animal.

2. By-law 25 is added as per below:

25. Redundant pump room

25.1. The owner of Lot 5 has common property rights for use of the pump room (marked X5A on Level 1 of Strata Plan) for storage only on the following terms and conditions.

- a) The owner of the lot shall maintain, clean and be responsible for the maintenance and upkeep of the room;
- b) that no hazardous or flammable materials will be stored in the room; and
- c) the owner of the lot shall provide access to the pump room to enable the Owners Corporation to service and repair or replace the water tanks and plumbing contained within the room.

3. By-law 26 is added as per below:

26. Lease of Airspace

26.1. The balcony adjoining lot 3 is the subject of a lease of airspace with Shellharbour City Council for a period of 99 years ("Lease").

26.2. The Owners Corporation is responsible for:

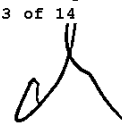
- a) payment of the rent payable under the Lease; and
- b) compliance with all obligations under the Lease.



A handwritten signature in black ink, consisting of a stylized 'd' or 'l' shape.

Annexure B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: THE OWNERS – STRATA PLAN NO. SP100711



CONSOLIDATED BY-LAWS

1. Interpretation

- 1.1. Unless otherwise provided, where a By-law creates an obligation or right on an owner of a lot, the By-law shall also create that obligation or right on an occupier or lessee of that lot.
- 1.2. Unless otherwise indicated, a reference to an owner means the owner, occupier and/or lessee of a lot.
- 1.3. References to statutes, regulations, ordinances and By-laws when contained in these By-laws include amendments, re-enactments, replacements or consolidations of any of them and a reference to a section or clause of a statute, regulation, ordinance or by-law includes the equivalent provision in any amendment, re-enactment, replacement or consolidation of that statute, regulation, ordinance or by-law.

2. Noise

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

3. Vehicles

- 3.1. An owner of a lot or invitee must use driveways and car spaces on common property solely for the purpose of vehicular access and for the parking of vehicles associated with the use of the lot.
- 3.2. Subject to clause 3.1, an owner of a lot or invitee of an owner must not park or stand any other vehicle, boat caravan or mobile home on common property.
- 3.3. An owner of a lot must not permit an invitee to use any visitor car parking spaces for any other purpose than for the parking of motor vehicles and motorcycles.
- 3.4. An owner of a lot must not permit an invitee to use a designated visitor car parking space for more than 48 hours.
- 3.5. An owner of a lot or invitee must not obstruct any driveway or car parking area within the strata scheme or allow driveways and car spaces to be used for manufacture, storage or display of goods, materials or any other equipment. An owner of a lot or invitee must use driveways and car spaces solely for the purposes of vehicular access and for the parking of vehicles associated with the use of the lot.

4. Obstruction of common property

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

Annexure B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: THE OWNERS – STRATA PLAN NO. SP100711

5. Air-Conditioners (including Split & Ducted air conditioners)

- 5.1. Each owner of each lot in the Strata Scheme is responsible for the air conditioner and must be maintained in good working order and condition by the owner without claim on the Owner's Corporation in respect of such maintenance;
- (a) The air-conditioner shall not be or become or in any way be constructed to be common property and shall always remain the sole property of the owner for the time being of the lot which it services;
 - (b) The air-conditioner and all filters must be regularly cleaned by the owner;
 - (c) The owner shall inform the secretary or strata managing agent of the scheme not later than fourteen (14) days before the air-conditioner is to be replaced or renewed;
 - (d) The owner must ensure that all times the operation of the air-conditioner including, extraction fans, vents' and security alarms must comply with the *Protection of the Environment Operations (Noise Control) Regulation 2017*.

6. Damage to common property

- 6.1. An owner must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property.
- 6.2. An owner 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 written approval of the Owner's Corporation.
- 6.3. Any approval given by the Owner's Corporation under sub-clause 6.2 cannot authorise any additions to the common property.

7. Behaviour of owner or occupiers

An owner or invitee of the owner 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, occupier or lessee of another lot or to any person lawfully using common property.

8. Children playing on common property

- 8.1. An owner must not permit any child of whom the owner has control to play on common property within the scheme or, unless accompanied by an adult exercising effective control, to be or to remain in common property comprising the driveways, car parking area or other area of possible danger or hazard to children.
- 8.2. An owner must not permit any child of whom the owner has control to play on common property within the scheme or, unless accompanied by an adult exercising effective control, to be or to remain in common property unless accompanied by an adult exercising effective control.
- 8.3. The wearing of or use or riding of skateboards, roller skates, in-line skates, scooters, bicycles and the like are forbidden in all common property areas of the scheme.

Annexure B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: THE OWNERS – STRATA PLAN NO. SP100711

- 8.4. For the purpose of this By-law 8 'an adult' is defined as a person being at least 18 years of age and 'exercising effective control' is defined as being within a range of 5 metres.

9. Behaviour of invitees

An owner or occupier 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.

10. Depositing rubbish and other material on common property

An owner or occupier must not deposit or throw on to the common property any rubbish, dirt, dust or other material or discarded items except with the prior written approval of the Owner's Corporation.

11. Hanging out of washing

- 11.1. An owner must not, except with the prior written approval of the Owner's Corporation, hang any washing on any part of the lot in such a way as to be visible from outside the building situated on the lot other than on a dedicated clothesline contained fully within the rear courtyard area of each lot.
- 11.2. In this clause 11 "washing" includes any clothing, towels, bedding or other article of a similar type.
- 11.3. The owners and occupiers of Lots 4 and 5 may use the drying terrace facilities provided the owners and occupiers of those Lots 4 and 5 keep the area clean and will be responsible for any maintenance and upkeep of that area. The area is marked on the strata plan as "CPDR".

12. Preservation of fire safety

- 12.1. The owner must not do anything or permit any invitees of the owner to do anything on the lot or common property that is likely to affect the operation of any fire safety devices within the lot or scheme or to reduce the level of fire safety in any of the lots or common property.
- 12.2. The owner of the lot must maintain, repair and replace as required the fire safety devices or associated devices installed in the building within the owner's lot.

13. Cleaning of Windows and Doors

An owner of a lot is responsible for cleaning and must keep clean all interior and exterior surfaces of glass in windows and doors on the building within their lot, including so much as is common property except for such surfaces as determined by the Owner's Corporation.

Annexure B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: THE OWNERS – STRATA PLAN NO. SP100711

14. Storage of inflammable liquids and other substances and materials

- 14.1. An owner of a lot must not, except with the prior written approval of the Owner's Corporation, use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- 14.2. This clause does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes including a domestic barbeque, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle, boat, sealed and vented boat fuel tank, jet ski or internal combustion engine or minimal fuel for a lawn mower, edge -trimmer and the like.

15. Garbage disposal

- 15.1. The owners of residential premisses Lots 3, 4 and 5 in the strata plan must use residential waste bins at the premises.
- 15.2. The owners of the commercial premises Lot 1 and 2 in the strata plan must use the commercial waste bins provided at the premises.
- 15.3. As the strata scheme does not have shared receptacles for garbage, recyclable material or waste, the owners:
 - (a) must maintain such receptacles wholly within their lot in a clean and dry condition and adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles is, in the case of garbage, securely wrapped or, in the case of tins and other containers, completely drained, or, in the case of recyclable material or waste, separated and prepare 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 Owner's 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, and
 - (e) must not place any rubbish in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and must promptly remove any rubbish which the owner or 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.
- 15.4. An owner 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.
- 15.5. This clause does not require an owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

Annexure B to CONSOLIDATION/CHANGE OF BY-LAWS

Parties: THE OWNERS – STRATA PLAN NO. SP100711

16. Keeping of animals

- 16.1. An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- 16.2. The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- 16.3. If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must –
 - (a) Keep the animal within the lot, and
 - (b) Supervise the animal when it is on the common property, and
 - (c) Take any action that is necessary to clean all areas of the lot or common property that are soiled by the animal.

17. Security screens, shutters and grilles

- 17.1. Security screens, shutters and grilles shall not be installed on a building forming part of a Lot unless approved by the Owner's Corporation prior to installation, such approval being subject to such terms and conditions as the Owner's Corporation thinks fit, including but not limited to the following terms and conditions;
 - (a) all such subsequent screens or shutters or grilles to be fitted to subsequent lots shall be of the same style, design, type and colour as that of the first screen or shutter or grille as approved for installation by the Owner's Corporation, and
 - (b) where the product or materials are no longer available the Executive Committee shall approve a replacement product that matches in all ways the previously installed items as near as is possible.

18. Change in use of lot

Residential lots being Lots 3, 4 and 5 may only be used for residential purposes. No change of use is permitted.

19. Compliance with Planning and other Requirements

- 19.1. The owner of a lot:
 - (a) must ensure that the lot is not used for any purpose or altered in any way that is prohibited by law,
 - (b) must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot,
 - (c) must comply with all laws that are applicable to the lot including but not limited to laws relating to the state, maintenance or use of the lot;
 - (d) must ensure that the lot is not used for any purpose or altered in a way for which a consent or other authorisation must be obtained under any law without the consent or authorisation,
 - (e) must not carry on, engage in, operate, permit or suffer to permit on a lot or common property, an activity, business or undertaking that is prohibited by law or for which a consent or other authorisation must be obtained under any law without that consent or authorisation, and

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- (f) must use the garage space within a lot for the express purpose of parking a motor vehicle, motorcycle, trailer, boat or caravan and is not to be used for any other purpose whereby the owner or occupier is unable to use the garage space for the parking of a vehicle. All additional motor vehicles, motorcycles, trailers, boats or caravans are not permitted to be parked in visitor car parking spaces or on common property.

19.2. In this By-law 19, the word "law" includes any such legislation including the *Environmental Planning and Assessment Act 1979* as amended from time to time, regulations, statutory rule, regulation, by-laws, ordinances or environmental planning instrument made under an Act and the terms of any applicable development consent given by the local council within whose boundaries the strata scheme is located.

20. Service of Documents on Owner of Lot by Owner Corporation

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

21. Signage

- 21.1. All commercial signage in the development must be of a size and dimension requiring approval by the Strata Committee and the appropriate Local Council or other Statutory authority prior to installation.
- 21.2. The Owner's Corporation reserves the right to remove any signage that does not comply with this By Law and any resultant damage to common property that results from the removal. The Strata Committee shall serve notice on the Lot owner requiring compliance within 14 days. The cost of removal by the Owners Corporation will be recovered from the Lot owner by way of a Default Summons.

22. Minor Renovations – Applications by lot owners

- 22.1. In this By-law "Minor renovations" include (but are not limited to) work for the purposes of the following:
 - (a) renovating a kitchen,
 - (b) changing recessed light fittings,
 - (c) installing or replacing wood or other hard floors,
 - (d) installing or replacing wiring or cabling or power or access points,
 - (e) work involving reconfiguring walls,
 - (f) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - (g) installing a rainwater tank,
 - (h) installing a clothesline,
 - (i) installing a reverse cycle split system air conditioner,
 - (j) installing double or triple glazed windows,
 - (k) installing a heat pump,
 - (l) installing ceiling insulation,

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- (m) installing TV antenna or satellite dishes for pay TV
 - (n) installing whirly bird ventilation devices
 - (o) Installing small awnings or pergolas that do not require council approval and
 - (p) any other work added to this list by regulations or by-laws.
- 22.2. Minor renovations must not involve:
 - (a) structural changes,
 - (b) changes to the external appearance of a lot, or
 - (c) waterproofing.
- 22.3. Minor renovations do not include:
 - (a) work that involves structural changes,
 - (b) work that changes the external appearance of a lot, including the installation of an external access ramp,
 - (c) work involving waterproofing,
 - (d) work for which consent or another approval is required under any other Act, and
 - (e) work that is authorised by a by-law or a common property rights by-law.
- 22.4. Before any building work is started by an owner, the owner of a lot must give written notice (eg, complete an application form) in the form provided by the Owner's Corporation, of the proposed minor renovations/building work, such application to include the following:
 - (a) details of the work, including copies of any plans,
 - (b) duration and times of the work,
 - (c) details of the persons carrying out the work, including qualifications, license and insurances to carry out the work, and
 - (d) arrangements to manage any resulting rubbish or debris
- 22.5. An owner of a lot must ensure that:
 - (a) any damage caused to any part of the common property by the carrying out of minor renovations by or on behalf of the owner is repaired, and
 - (b) the minor renovations and any repairs are carried out in a competent and proper manner.
- 22.6. The Owners Corporation by this By-law 22 has delegated its responsibility to review and assess any application for renovations and alternations, including minor woks.
- 22.7. This means the Strata Committee has the authority to decide an application for consent for minor renovations. Such authority extends to requesting further information from the Lot Owner to consider the application and ultimately accepting or refusing an application.
- 22.8. The Strata Committee will not unreasonably withhold its consent to such applications, but applications will only be approved with conditions.
- 22.9. If an application is approved by the Strata Committee, then the Strata Committee will also issue a tax invoice payable by the lot owner. Payment of which is a condition of the approval.
- 22.10. The owner of a lot shall:
 - (a) pay to the Owner's Corporation any costs (including legal, expert or administrative out of pocket expenses incurred by the Strata Committee in reviewing, considering, requesting further information, approving or refusing the application);
 - (b) be responsible for the performance of the duties of the Owner's Corporation pursuant to section 144 of the *Strata Schemes Management Act 2015* with

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respect to the repair, maintenance and insurance relevant to the minor renovations carried out and installed to the Lot; and

22.11. If the Lot Owner fails to comply with any obligation under this By-Law 22, then the Owners Corporation may:

- (a) request, in writing, that the owner complies with the conditions of the approval;
- (b) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform the obligation;
- (c) recover the costs of such work from the Owner as a debt due; and
- (d) such costs, if not paid at the end of one (1) month after becoming due and payable shall bear, until paid, interest at the annual rate of ten (10) percent.

The Owners Corporation may recover as a debt any costs not paid at the end of one (1) month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred in recovering those amounts.

23. Wet area & Major works Renovations – Application by lot owners

DEFINITIONS

23.1. In this By-Law 23, unless the context indicates otherwise, the following terms and expressions are defined to mean:

- (a) "Act" means the *Strata Schemes Management Act 2015 (NSW)*;
- (b) "Adjacent Common Property" means that part of the common property of the strata plan which is affected by reason of the Bathroom Renovation as defined herein;
- (c) "Wet areas" renovations within the Lot including:
 - (i) Removal and replacement of floor tiling
 - (ii) Waterproofing of the floor and common walls
- (d) "Works" means all or any maintenance, repair, renewal or replacement the owner of a lot undertakes in respect to any "Wet Area" Renovation
- (e) "Major works" means:
 - (i) Bathroom renovations which involve removal and replacement of tiles, baths, showers, basins and toilets,
 - (ii) Laundry renovations which involve removal and replacement of tiles and tubs,
 - (iii) Repositioning kitchens, bathrooms and laundries,
 - (iv) Extending into the roof space,
 - (v) Installing a false ceiling, replacing a ceiling,
 - (vi) Installing awnings or pergolas,
 - (vii) Enclosing balconies or car spaces,
 - (viii) Demolishing walls to create an open plan or to join two adjacent units together,
 - (ix) Installing a satellite dish or antenna.

23.2. Words used in this bylaw are defined in the Act and will, unless the context indicates otherwise, have the same meanings as those words have in the Act;

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RIGHTS & OBLIGATIONS

An Owner is conferred with the special privilege in respect of the common property to renovate the complete at the Owner's expense SUBJECT TO the due observance and performance by the owner with the following conditions and obligations:

23.3. Before installation

Prior to renovating any "Wet areas" the Owner must submit to the Strata committee details in writing (and diagrams if requested) the scope of works which must include details of the license of the contractor and or Water proofer.

AND obtain the written approval of the strata committee and who may at its absolute discretion specify in its written approval what reasonable alterations to the plans and specifications is required and the Owner must comply with those alterations.

23.4. Licensed Contractor

The owner shall ensure to undertake the major renovations by a contractor who is duly licensed according to the provisions of the *Home Building Act 1989*.

23.5. Installation times

The Owner shall perform the renovations so as to cause minimum disturbance and inconvenience to other residents of the strata scheme and only between the hours of 8.00am and 5.00pm Monday to Friday

23.6. Renovations to major works including "wet areas" maintenance

The owner shall maintain the renovations in a state of good and serviceable repair and for this purpose shall renew or replace any of the works whenever considered reasonably necessary by the Owner's corporation.

23.7. Common property maintenance

The owner shall be responsible for the proper maintenance and shall not make any claim against the Owner's Corporation due to any failure of the works the subject of this By-Law 23.

23.8. Damages

The Owner shall repair any damage to the common property caused by her/him or his agents or contractors in the course of undertaking any obligations under this bylaw;

23.9. Indemnify Owners Corporation

The owner shall keep the owners corporation indemnified against:

- (a) any claims made against or expenses incurred by the owners corporation and arising out of or caused by the Works, or the use or maintenance of bathroom; and
- (b) any liability for damage to the works caused by the owners corporation in undertaking any work referred to in s 108 (2) of the Act or in exercising the power of entry conferred by that section;

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23.10. Inspections

The Owner must provide the Owners Corporation's nominated representative(s) access to inspect the Lot within 24 hours of any request of the Owner's Corporation:

- (a) before commencement of the Works;
- (b) during the installation of the Works;
- (c) after completion of the Works; and
- (d) Owners Corporation may request their preferred contractor to inspect the unit prior to works commencing and after works are completed.

23.11. Breach of By-Law 23

Without prejudice to the other rights of the Owner's Corporation, where an owner fails or neglects to carry out any condition referred to herein then the Owner's Corporation or its agents, servants or contractors may carry out such condition and may enter upon any part of the parcel for that purpose at any reasonable time on notice given to any occupier or owner of any part of the parcel and may cover the costs of fulfilling such condition as a debt from the Owner.

23.12. Lots effected by By-Law 23

All Lots in the strata scheme are effected by and subject to this by-Law 23.

24. By Law 24 Smoke Penetration

- 24.1. An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the Owner's Corporation.
- 24.2. A person who is permitted under this by-law 24 to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- 24.3. An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

25. Redundant pump room

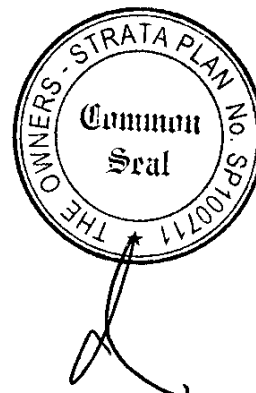
- 25.1. The owner of Lot 5 has common property rights for use of the pump room (marked X5A on Level 1 of Strata Plan) for storage only on the following terms and conditions.
 - (a) The owner of the lot shall maintain, clean and be responsible for the maintenance and upkeep of the room;
 - (b) that no hazardous or flammable materials will be stored in the room; and
 - (c) the owner of the lot shall provide access to the pump room to enable the Owners Corporation to service and repair or replace the water tanks and plumbing contained within the room.

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26. Lease of Airspace

- 26.1. The balcony adjoining lot 3 is the subject of a lease of airspace with Shellharbour City Council for a period of 99 years ("Lease").
- 26.2. The Owners Corporation is responsible for:
 - (a) payment of the rent payable under the Lease; and
 - (b) compliance with all obligations under the Lease.



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an~~

~~exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing~~

~~being lodged with this certificate.~~

The seal of The Owners - Strata Plan No ^{P100711} was affixed on ^ 29 October 2020 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: [Signature] Name: Carlin Hawkey Authority: Strata Manager

Signature: _____ Name: _____ Authority: _____

^ Insert appropriate date

* Strike through if inapplicable.



Date submitted Fri November 27 2020

Agent Details : InfoTrack Pty. Limited
8/135 King Street Sydney 2000

Reference Number: 10598469

You're Reference: 200314

Section 88G for the property of:

U 2/33 Wentworth St Shellharbour NSW 2529

Certificate under Section 88G of the Conveyancing Act 1919

Sydney Water Corporation as the authority benefited by the Positive Covenant* and burdening the lands comprised in lot number 4 and SP number 100711 hereby certifies for the purposes of section 88G of the Conveyancing Act 1919 that :

- A. there is no money payable to the prescribed authority because of the registered proprietor's failure to comply with the terms of the Positive Covenant imposed on the land ;
- B. the prescribed authority has not carried out any work for which it requires the cost to be paid by the registered proprietor under the terms of the Positive Covenant.

* This Section 88G certificate is applicable only where Sydney Water has registered a positive covenant on land. The positive covenant is shown on the title.

Signature: _____
Date: 10/10/19
SSD No. 1
DP No. 435225
House No. 33

Now / COC No. 1A201817291
SCALE 1:250
Licence No. 216267C
LGA. SHELLHARBOUR
SUBURB OF SHELLHARBOUR
Street SHELLHARBOUR
Lot No. 41

SEWER SERVICE DIAGRAM

NOTES:
• This diagram was supplied by the plumber/drainlayer whose licence number appears above.
• Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
• Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.
• © State of New South Wales through NSW Fair Trading April 2014

On Back Junction

Staped Junction

Vertical Junction

FW

Gully

Inspection Opening

Inspection Shaft

Boundary Trap

Sink (Kitchen)

Shower

Floor Waste Gully

Clean Out

Bedst

Bath Waste

Bath

Air Admittance Valve

S

SHR

FW

CO

BHD

B

AAV

IPMP

Induct Pipe Micro Flap

Vert Pipe

SVP

Sewer Vent Pipe

WS

Vertical Stack

Vertical Pipe

WC

Trough (laundry)

Shit (bar)

BS

WC

WS

SVP

IPMP

Chamber

Grease Interceptor

Pump Unit

Onsite Treatment System

Relux Valve

Grapped Point

Provisional (Future) drain point

CH

GI

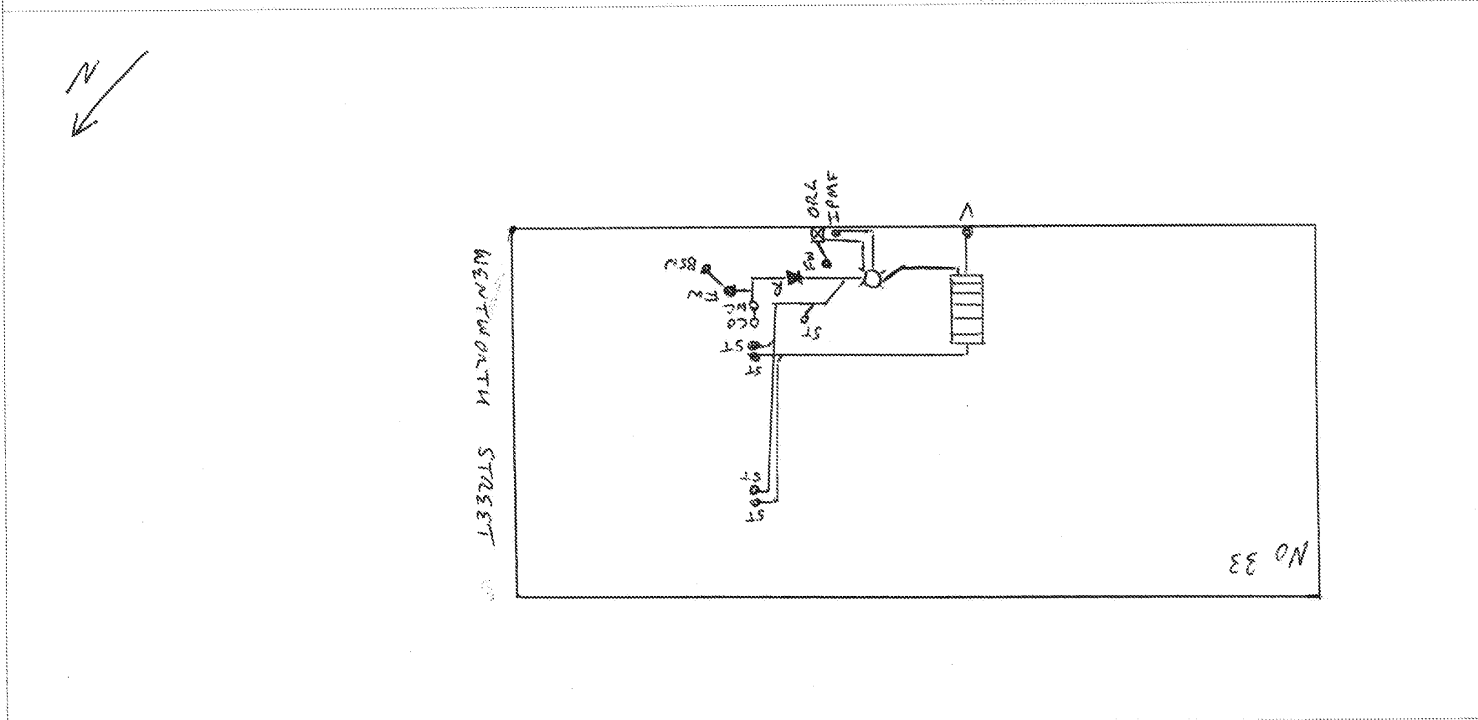
PU

OTS

RV

GP

PP



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