

## Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>JKL Real Estate Pty Ltd ABN 16 134 434 727</b> <b>Shop 4, The Marina, 2 Little Street, Forster, NSW 2428</b>	<b>Phone: 6554 8717</b> <b>Fax: 6555 8664</b> <b>Ref: Carlie Basham</b>
co-agent		
vendor	<b>Merilyn Anne Speiser</b> <b>25 Darling Street, Bronte, NSW 2024</b>	
vendor's solicitor	<b>ANM Lawyers</b> <b>Level 8, 55 Clarence Street, SYDNEY NSW 2000</b> <b>GPO Box 19, SYDNEY NSW 2001</b>	<b>Phone: 02 8078 5700</b> <b>Email: tmaw@anml.com.au</b> <b>Fax: 8078 5710</b> <b>Ref: TM:6620</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>109/30-34 Little Street, Forster, New South Wales 2428</b> <b>Registered Plan: Lot 9 Plan SP 79974</b> <b>Folio Identifier 9/SP79974</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)☒ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**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 a **GSTRW payment**  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *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 address (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 **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

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

Alliance Strata Group ACN 110 428 852

8 Wallis Street, Forster, NSW 2428 Phone: 6555 7510 Fax: 6555 7512

**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:**  

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 s14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.
- 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 –

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

109/30-34 Little Street FORSTER NSW 2428

## Section 66W Certificate

---

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

1. I am a Solicitor/Licensed Conveyancer currently admitted to practice in New South Wales.
2. I am giving this Certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at 109/30-34 Little Street, Forster from Marilyn Anne Speiser to  
  
("the Purchaser") in order that there is no cooling off period in relation to that Contract.
3. I do not act for Marilyn Anne Speiser and am not employed in the legal practice of a Solicitor acting for Marilyn Anne Speiser nor am I a member or employee of a firm of which a Solicitor acting is a member or employee.
4. I have explained to the Purchaser:
  - (i) the effect of the Contract for the purchase of that property;
  - (ii) the nature of this Certificate;
  - (iii) the effect of giving this Certificate to the Vendor, ie that there is no cooling off period in relation to the Contract.

Dated:

.....  
Solicitor/Licensed Conveyancer for the Purchaser

**Further Clauses annexed to and forming part of Contract for Sale of Land:**

---

**32. Amendments to printed Clauses in Contract for Sale of Land**

32.1. The printed Clauses of this contract are to be read and construed as if:

32.1.1 the definition of "*bank*" in clause 1 was amended by deleting the words ", a building society or a credit union";

32.1.2 Clause 16.5 was amended by deleting the words "plus another 20% of that fee";

**33. Investment of deposit**

33.1. No liability is to be borne by any party to this contract or their solicitor in respect of either the loss of the deposit or the lack of interest earned on the deposit whether as a result of it having been or having not been invested in accordance with Clause 2.9.

**34. Notice to complete**

34.1. If either the vendor or the purchaser is entitled to serve a notice to complete on the other both agree that the notice may require completion to take place within any period of not less than 14 days from the date on which the notice is served. Both parties agree that this period is sufficient for the purposes of the notice to complete and service of the notice makes time of the essence of this contract.

34.2. A notice to complete may be revoked at any time before the expiration of the given period without prejudicing a party's right to serve a further notice.

**35. Liquidated damages**

35.1. If the parties do not complete this Contract on the completion date for any reason other than default by the vendor, then the purchaser must pay to the vendor interest on the balance of the purchase price at the rate of eight per centum (8%) per annum, calculated on daily rests from the completion date to the date of actual completion (both inclusive). The parties acknowledge that the amount payable is a genuine pre-estimate of liquidated damages and will be deemed part of the balance of purchase money due and payable at settlement.

35.2. The purchaser expressly acknowledges that it shall pay to the vendor by way of adjustment on settlement the following sums being genuine pre-estimates of the damages to reimburse the vendor for additional legal costs payable by the vendor in the event of any or all of the following breaches:

35.2.1 Where a notice to complete or a notice to perform is issued by or on behalf of the vendor - \$400.00 (plus GST).

35.32. The purchaser acknowledges that payment of the sums set out under this clause is an essential term of the contract.

**36. Purchaser's acknowledgment**

- 36.1. Prior to signing this contract the purchaser has been given an opportunity to make an inspection of the property and has inspected the property or decided not to inspect the property.
- 36.2. The purchaser warrants that in entering into this contract the purchaser has not relied on any warranty or representation made by the vendor or anyone representing the vendor as to:
- 36.2.1 the nature, quality and condition of the property;
- 36.2.2 the suitability for any use or purpose of the property;
- 36.2.3 the rights attaching to or affecting the property;
- 36.2.4 any other matter having or which may have effect beneficial or otherwise on the property or the yield from the property
- 36.3. The purchaser accepts the property in its present condition and state of repair and subject to all defects, dilapidations and infestations (if any) whether latent or patent.
- 36.4. The purchaser is not entitled to make any requisition or claim or rescind or terminate in respect of any of the matters referred to in Clauses 36.2 and 36.3.
- 36.5. The vendor makes no warranty or representation about any of the matters relating to the property described in Clauses 36.2 and 36.3.

**37. Selling agent**

- 37.1. The purchaser warrants that the purchaser was not introduced to the property directly or indirectly by any agent other than the agent (if any) disclosed in this contract. If the purchaser has been introduced to the property directly or indirectly through the service of any other agent then the purchaser is solely responsible for that other agent's commission and must indemnify the vendor against any claim for commission by that other agent and all costs incurred by the vendor as a result of any claim for commission by that other agent.

**38. Whole agreement**

- 38.1. The parties acknowledge that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties as at the date of this contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof and the purchaser expressly acknowledges that it has not been induced to enter into this contract by any representation (verbal or otherwise) made by or on behalf of the vendor which is not included in this contract or any schedules or annexures hereto or documents identified in this contract and initialled by the parties.

**39. Requisitions**

- 39.1. The requisitions attached to this contract are taken to be served by the purchaser on the vendor upon the making of this contract.



LAND  
REGISTRY  
SERVICES

# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/SP79974

SEARCH DATE	TIME	EDITION NO	DATE
7/2/2020	12:43 PM	3	8/9/2018

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 9 IN STRATA PLAN 79974  
AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

MERILYN ANNE SPEISER

(T AE703045)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP79974
- 2 AE703046 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



\* 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/SP79974

SEARCH DATE	TIME	EDITION NO	DATE
12/2/2020	3:12 PM	5	14/5/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 79974  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM SP79974

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 79974  
ADDRESS FOR SERVICE OF DOCUMENTS:  
WATERLINE  
30-34 LITTLE STREET  
FORSTER 2428

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AM482074 INITIAL PERIOD EXPIRED
- 3 AN330951 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 23630)

STRATA PLAN 79974

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 600	2	- 600	3	- 700	4	- SP85244
5	- 840	6	- 840	7	- 700	8	- 700
9	- 660	10	- 750	11	- 750	12	- 870
13	- 870	14	- SP85244	15	- 750	16	- 700
17	- 800	18	- 880	19	- 1320	20	- 1200
21	- 1200	22	- 1200	23	- 1200	24	- 1300
25	- 880	26	- 530	27	- 530	28	- 800
29	- 10						

STRATA PLAN 85244

LOT	ENT	LOT	ENT
30	- 700	31	- 750

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP79974

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

6620

PRINTED ON 12/2/2020

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Received: 12/02/2020 15:11:59

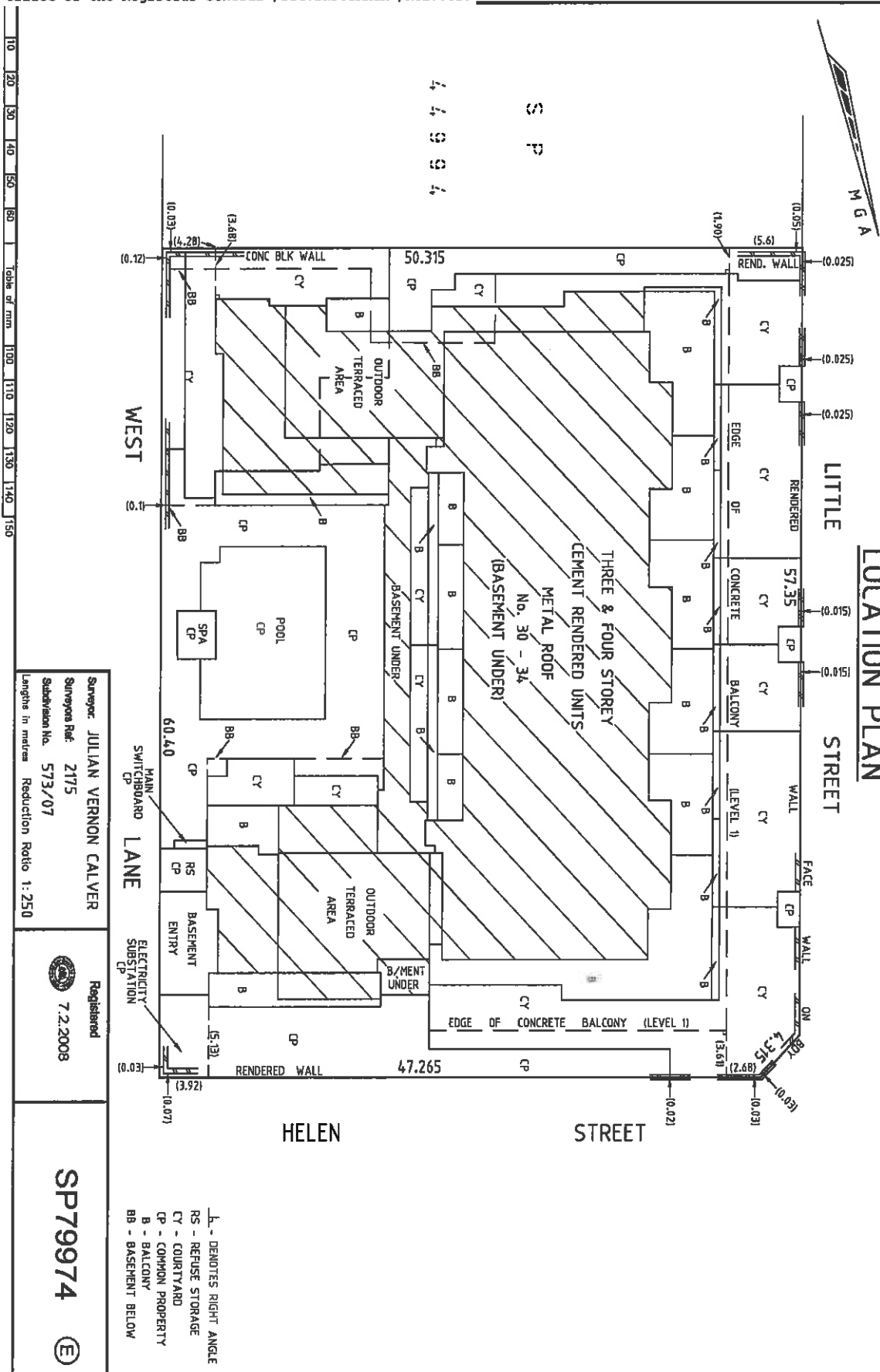
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79974

6Plan Sheet 1 of 8 Sheets

# LOCATION PLAN



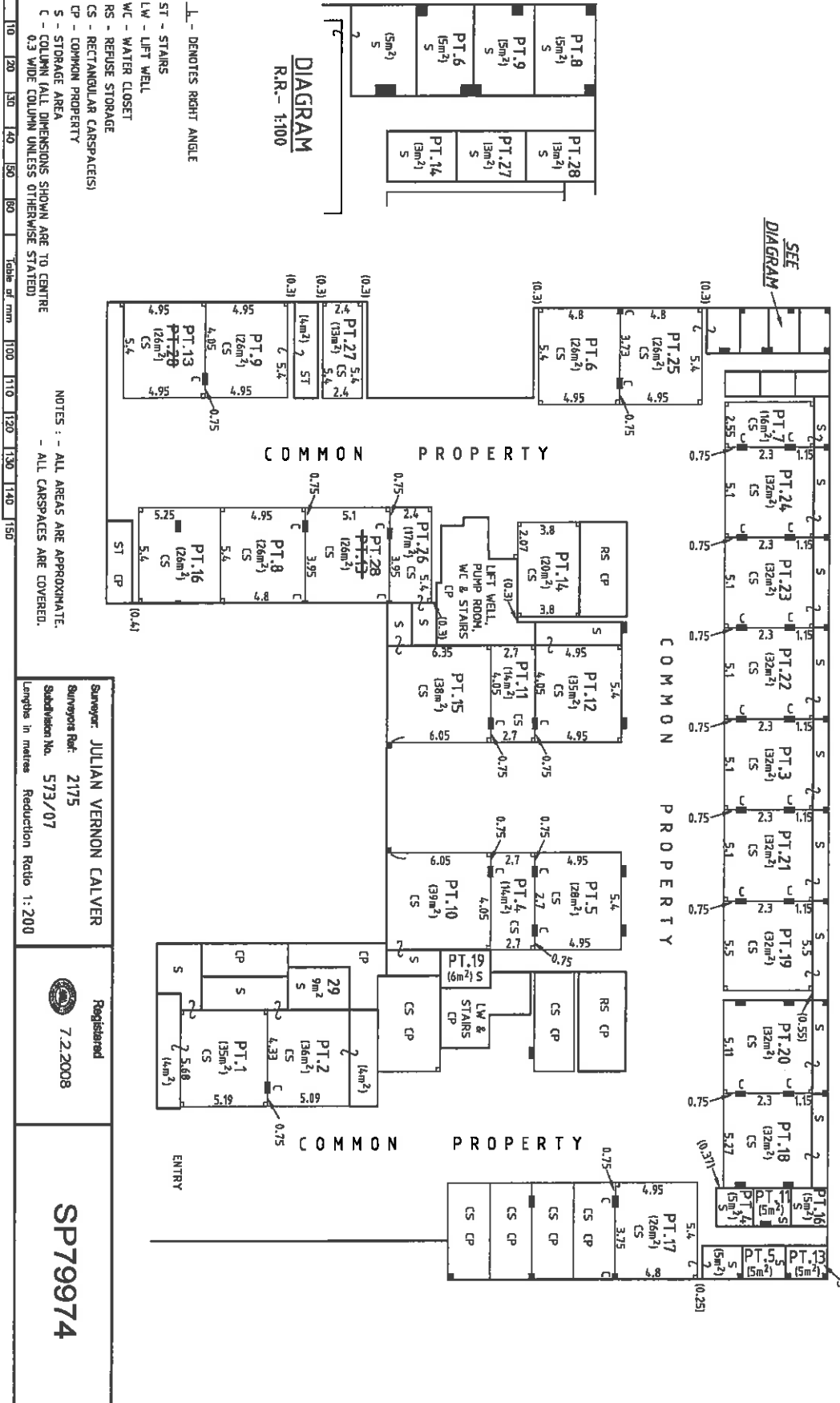
Surveyor: JULIAN VERNON CALVER  
Surveyor Ref: 2175  
Subdivision No. 573/07  
Lengths in metres Reduction Ratio 1:250

Registered  
7.2.2008

SP79974 ©

h - DENOTES RIGHT ANGLE  
RS - REFUSE STORAGE  
CY - COURTYARD  
CP - COMMON PROPERTY  
B - BALCONY  
BB - BASEMENT BELOW

M G A



STRATA PLAN FORM 2 (A3)

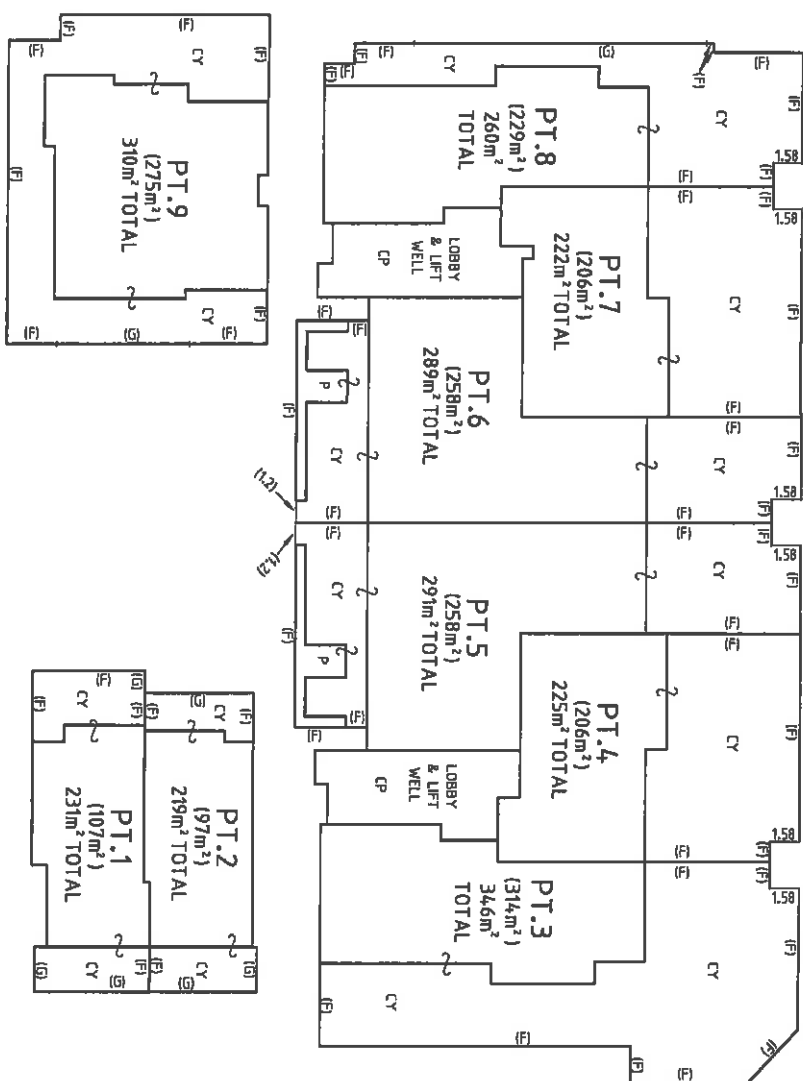
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79974

ePlan Sheet 3 of 8 shown

M G A

LEVEL 1



NOTES :- ALL AREAS ARE APPROXIMATE.

- THE COURTYARDS ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- ALL AIR CONDITIONING UNITS AND ASSOCIATED INSTALLATIONS WITHIN A LOT AND FORMING PART OF THE LOT ARE NOT COMMON PROPERTY.
- THE PLANTERS ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

110 120 130 140 150

Surveyor: JULIAN VERNON CALVER  
 Surveyors Ref: 2175  
 Subdivision No. 573/07

Registered  
 7.2.2008

SP79974

P - PLANTER (THE STRUCTURE OF THE PLANTER WALLS IS COMMON PROPERTY).  
 CY - COURTYARD  
 CP - COMMON PROPERTY  
 (G) - INSIDE FACE OF RENDERED BRICK WALL  
 (D) - INSIDE FACE OF GLASS PANEL BALUSTRADE

STRATA PLAN FORM 2 (A3)

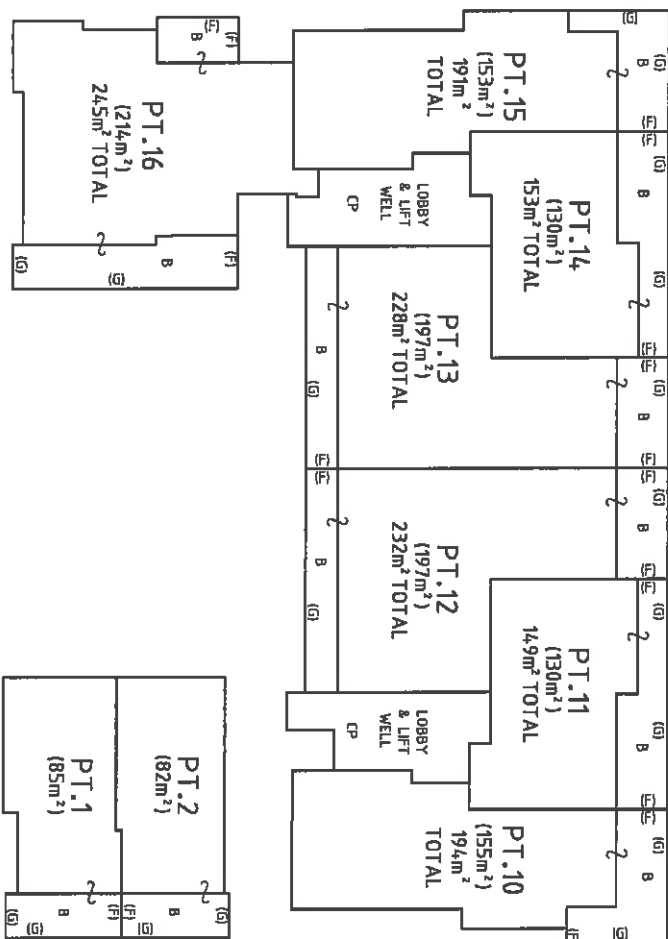
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79974

ePlan Sheet 4 of 8 Sheet



**LEVEL 2**



- CP - COMMON PROPERTY  
 B - BALCONY  
 (F) - INSIDE FACE OF RENDERED BRICK WALL  
 (G) - INSIDE FACE OF GLASS PANEL BALUSTRADE

NOTES : - ALL AREAS ARE APPROXIMATE.  
 - THE BALCONIES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.  
 - ALL AIR CONDITIONING UNITS AND ASSOCIATED INSTALLATIONS WITHIN A LOT AND FORMING PART OF THE LOT ARE NOT COMMON PROPERTY.

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

Surveyor: JULIAN VERNON CALVER  
 Surveyor Ref: 2175  
 Subdivision No. 573/07  
 Lengths in metres Reduction Ratio 1:250

Registered  
 7.2.2008

SP79974

STRATA PLAN FORM 2 (A3)

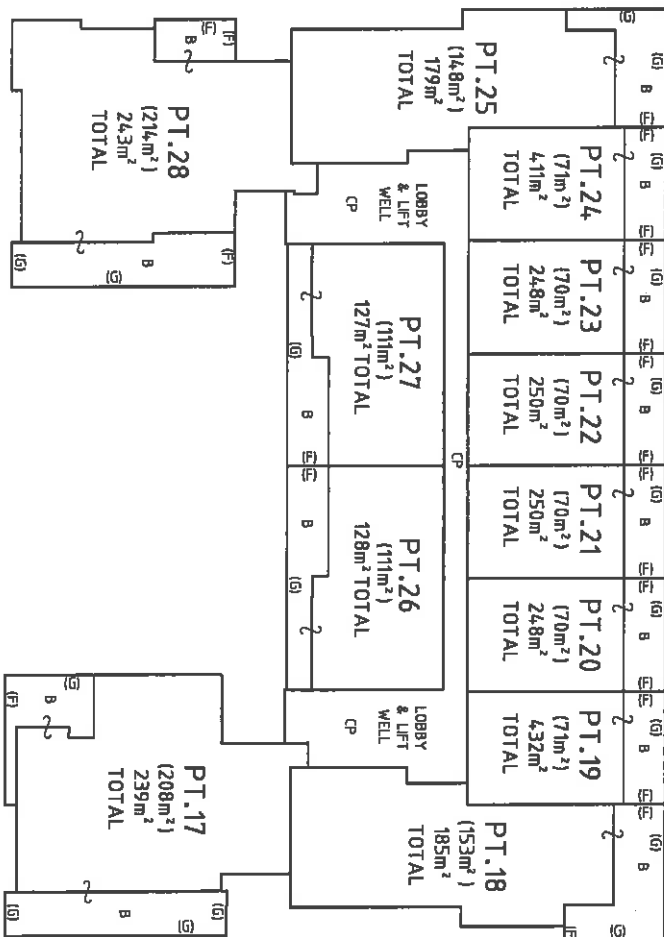
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP79974

ePlan Sheet 5 of 8 Areas



LEVEL 3



- CP - COMMON PROPERTY
- B - BALCONY
- F - INSIDE FACE OF RENDERED BRICK WALL
- (G) - INSIDE FACE OF GLASS PANEL BALUSTRADE

NOTES - ALL AREAS ARE APPROXIMATE.

- THE BALCONIES ARE LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.

- ALL AIR CONDITIONING UNITS AND ASSOCIATED INSTALLATIONS WITHIN A LOT AND FORMING PART OF THE LOT ARE NOT COMMON PROPERTY.

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

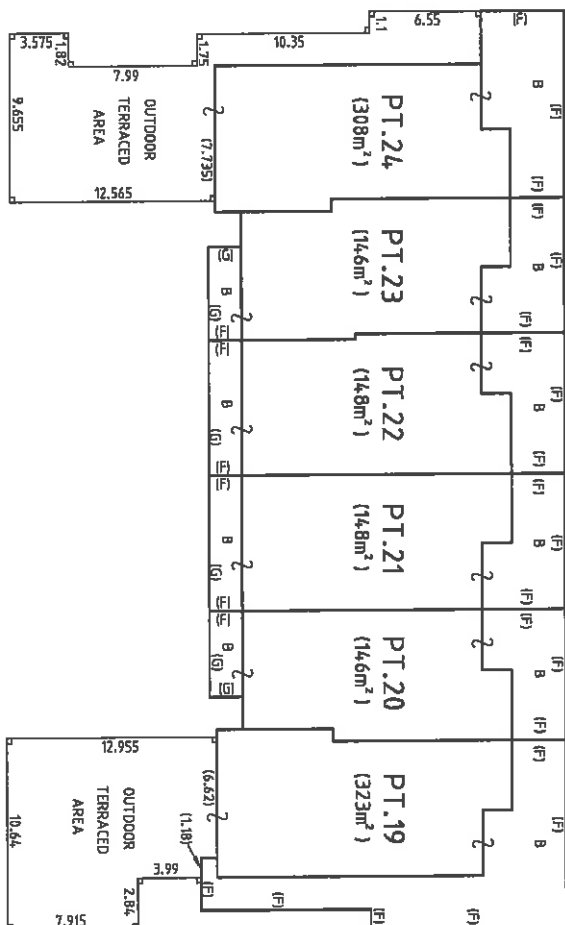
Surveyor: JULIAN VERNON CALVER  
 Surveyor Ref: 2175  
 Subdivision No. 573/07  
 Lengths in metres Reduction Ratio 1:250

Registered  
 7.2.2008

SP79974



MGA



- L - DENOTES RIGHT ANGLE  
B - BALCONY  
(F) - INSIDE FACE OF RENDERED BRICK WALL  
(G) - INSIDE FACE OF GLASS PANEL BALUSTRADE

NOTES: - ALL AREAS ARE APPROXIMATE.

- THE BALCONIES ARE LIMITED IN HEIGHT TO 3M ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- THE OUTDOOR TERRACED AREAS ARE LIMITED IN HEIGHT TO 3M ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED.
- ALL AIR CONDITIONING UNITS AND ASSOCIATED INSTALLATIONS WITHIN A LOT AND FORMING PART OF THE LOT ARE NOT COMMON PROPERTY.

10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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Surveyor: JULIAN VERNON CALVER  
 Surveyors Ref: 2175  
 Subdivision No. 573/07  
 Lengths in metres Reduction Ratio 1:250

Registered

7.2.2008

SP79974

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Name of, and address for service of notices on, the Owners Corporation. (address required on original strata plan only)</p> <p><b>The Owners - Strata Plan No 79974</b>  <b>"WATERLINE"</b>  <b>30-34 LITTLE STREET</b>  <b>FORSTER 2428</b></p>	<div style="text-align: center; font-size: 2em; font-weight: bold;">SP79974</div>	
<p><del>* Residential - Model by laws adopted -</del> for this scheme  <del>* Keeping of animals - Option A/B/C -</del>  <del>* Schedule of By-laws</del> in <u>5</u> sheets filed with plan  <del>* No By-laws apply</del>  <del>* strike out whichever is inapplicable</del></p>	<p>Registered:  7.2.2008</p> <p>Purpose: STRATA PLAN</p>	
<p style="text-align: center;"><b>Strata Certificate</b></p> <p>* Name of Council <u>GREAT LAKES</u>          being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:          * strata plan / strata plan of subdivision -          illustrated in the annexure to this certificate.</p> <p>* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>* The strata plan / strata plan of subdivision is part of a development scheme. The council's accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>* The Council does not object to the encroachment of the building beyond the alignment of <u>LITTLE &amp; HELEN STREET</u></p> <p>* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.</p> <p>* This approval is given on the condition that the use of lot (s) <u>LOT 29</u> (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date: <u>4/1/08</u></p> <p>Subdivision No. <u>573/07</u></p> <p>Accreditation No. ....</p> <p>Relevant Development Consent No. <u>573/07</u></p> <p>Issued by: </p> <p style="text-align: center;">Authorised Person/General Manager/Accredited Certifier</p> <p>* Complete or delete if applicable.</p>	<p style="text-align: center;"><b>PLAN OF SUBDIVISION OF LOT 1</b>  <b>DP 1090886</b></p> <p>LGA: GREAT LAKES</p> <p>Locality: FORSTER</p> <p>Parish: FORSTER</p> <p>County: GLOUCESTER</p>	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, <u>JULIAN VERNON CALVER</u>          of <u>CalCo Surveyors Pty Ltd</u>  <u>P.O. BOX 194, GLOUCESTER, 2422</u>          a surveyor registered under the Surveying Act, 2002, hereby certify that:</p> <p>(1) each applicable requirement of          * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973  <del>* Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986</del>          has been met;</p> <p>(2) (a) the building encroaches on a public place;  <del>(b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement has been created by registered</del>  <del>is to be created under section 288 of the Conveyancing Act 1919</del></p> <p>(3) the survey information recorded in the accompanying location plan is accurate.</p> <p>Signature: </p> <p>Date: <u>3.1.08</u></p> <p>* Delete if inapplicable          + State whether dealing or plan, and quote registered number.</p>	<p style="text-align: center;"><b>SURVEYOR'S REFERENCE: 2175</b></p>	
<p>Use STRATA PLAN FORM 3A for additional certificates, signatures and seals</p>		

OFFICE USE ONLY

<b>STRATA PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 2 sheet(s)
<b>PLAN OF SUBDIVISION OF LOT 1</b> <b>DP 1090886</b>	<b>SP79974</b>	
Registered:  7.2.2008		
Strata Certificate Details: Subdivision No: <b>573/07</b> Date: <b>4/1/08</b>		
<b>SCHEDULE OF UNIT ENTITLEMENT</b> <small>(If entitled to space use additional schedule sheet)</small>		
# LOT	UNIT ENTITLEMENT	LOT      UNIT ENTITLEMENT
1	600	15      750
2	600	16      700
3	700	17      800
4	700	18      880
5	840	19      1320
6	840	20      1200
7	700	21      1200
8	700	22      1200
9	460	23      1200
10	750	24      1300
11	750	25      800
12	870	26      530
13	870	27      530
14	750	28      800
		29      10
<b>AGGREGATE</b>		<b>23630</b>
<p style="text-align: center;"><b>Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants</b>  <small>(If entitled to space use additional schedule sheet)</small></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>x. <i>[Signature]</i>  <b>Mark Saunders - Director</b>  <b>SAF Little Street Pty Ltd</b>  <b>ACN 107 930 987</b></p> <p><i>[Signature]</i>  <b>BRUCE FINC - Director</b>  <b>Holding Pty Ltd</b></p> <p>x. <i>[Signature]</i>  <b>Judy Owen - Secretary</b>  <b>Holding Pty Ltd</b>  <b>ACN 082 523 199</b></p> </div> <div style="width: 30%;"> <p><i>[Signature]</i>  <b>Todd Saunders - Director</b>  <b>ACF Investments Ltd</b>  <b>ACN 001 832 551</b></p> <p><i>[Signature]</i>  <b>Greg Medelick - Secretary</b>  <b>ACF Investments Ltd</b></p> </div> <div style="width: 30%;"> <p><i>[Signature]</i>  <b>Director - Mark Saunders</b>  <b>SAF Little Street Pty Ltd</b></p> <p><i>[Signature]</i>  <b>Director BRUCE FINC</b>  <b>SAF Little Street Pty Ltd</b></p> <p><i>[Signature]</i>  <b>Little Street Invest. Pty Ltd</b>  <b>Witnessed by:</b>  <b>Vanessa McGuire</b>  <b>12 Perkin Street</b>  <b>Newcastle NSW</b></p> </div> </div> <div style="margin-top: 20px;"> <p><b>SIGNED, SEALED AND DELIVERED!</b>                  For and on behalf of  <b>ST GEORGE BANK LIMITED</b>                  (A.C.N. 088 513 070) by its                  attorneys under power of                  attorney registered No. 125                  Bank 4182</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div> <p><i>[Signature]</i>  <b>Phil Handley</b>  <b>Senior Relationship Manager</b></p> </div> <div> <p><i>[Signature]</i>  <b>David Gilvan</b>  <b>Regional Corporate Manager</b></p> </div> </div> </div>		
SURVEYORS REFERENCE 2175		

OFFICE USE ONLY

Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AM482074Y**

**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) <b>TORRENS TITLE</b>	For the common property CP/SP79974		
(B) <b>LODGED BY</b>	Document Collection Box 15AU	Name, Address or DX, Telephone, and Customer Account Number if any SSA 131432K Reference: JK-SP79974	CODE  <b>CH</b>

- (C) The Owners-Strata Plan No. 79974 certify that a special resolution was passed on 29/4/2017
- (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. SPECIAL BY-LAW 1  
Amended by-law No. NOT APPLICABLE  
as fully set out below:

**SMOKE PENETRATION:**

1. An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
2. 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.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 79974 was affixed on 14/6/2017 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: *[Handwritten Signature]*  
Name: *Christal Pearce*  
Authority: *STRATA MANAGER*  
  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Authority: \_\_\_\_\_



MA

SP 79974  
Waterline

## STRATA SCHEMES MANAGEMENT REGULATION 2005

### 1 Noise

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

### 2 Vehicles

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

### 3 Obstruction of Common Property

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

### 4 Damage to Lawns and Plants on Common Property

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

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

### 5 Damage to Common Property

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



## **6 Behaviour of owners and occupiers**

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

### **6B**

- i) An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property or any occupier or owner of a neighbouring property.
- ii) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property or any occupier or owner of a neighbouring property.
- iii) An owner or occupier of a lot must take responsible 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 or any owner of a neighbouring property.

## **7 Children Playing on Common Property in Building**

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

## **8 Behaviour of Invitees**

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

## **9 Depositing Rubbish and Other Material on Common Property**

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

## **10 Drying of Laundry Items**

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

## **11 Cleaning Windows and Doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of a lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owners or occupier of the lot safely or at all.

## **12 Storage of Inflammable Liquids and Other Substances and Material**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any flammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases, or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Changes to Floor covering or Surfaces**

- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor or surfaced concerned.

## **14 Floor Coverings**

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

## **15 Garbage Disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclables materials or waste:
  - a) Must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and ( except in the case of receptacles for recyclable material) adequately covered, and
  - b) Must ensure that before garbage, recyclable materials or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time which garbage, recyclable material or waste is normally collected, and
  - d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - e) Must not place any thing in the receptacles of the owner or occupier of any lot except with the permission of that owner or occupier, and
  - f) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material and waste:
  - a) Must ensure that before garbage, recyclable materials or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or

*PAO 4 L. 8*

- other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- b) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- a) Comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - b) Notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material and waste.
- (4) The owner's corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

#### **16 Keeping of Animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep an animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property **this by-law precludes short term/holiday tenants/occupiers from keeping any animal on the lot or common property.**
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) Notify the owners corporation that the animal is being kept on the lot, and
  - (b) Keep the animal within the lot, and
  - (c) Carry the animal when it is on common property, and
  - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **17 Appearance of Lot**

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

**17B** Landscaped areas within individual courtyard areas shall be maintained and repaired, in accordance with the approved landscaping plan, by the owner's corporation or maintenance contractor authorised by the owner's corporation. Reasonable access shall be made available for the owner's corporation or its authorised maintenance contractor, as required, to maintain and repair landscaped areas.

#### **18 Change in use of Lot to be Notified**

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

 Page 5 of 8



## **19 Provision of Amenities or Service**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - a) widow cleaning,
  - b) garbage disposal and recycling services,
  - c) electricity, water or gas supply
  - d) telecommunications services ( for example, cable television )
- (2) The owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Section 111 of the Act provides that an owner's corporation may enter into an arrangement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **20 Compliance with Planning and other Requirements**

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

### **Special By-Law 1 Smoke Penetration Specially Resolved At AGM 29<sup>th</sup> April 2017**

- 1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 2) 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.

### **EXTRACT FROM:**

**MINUTES OF THE EXECUTIVE COMMITTEE MEETING OF STRATA PLAN 79974 HELD IN THE OFFICE OF ALLIANCE STRATA GROUP, 8 WALLIS STREET FORSTER ON MONDAY 18 FEBRUARY 2013 AT 10.00 A.M.**

**Resolved:** That the decision of the Executive Committee, made on 22 November 2011, be confirmed, i.e.: That no advertising signage be displayed on common property nor be maintained within Lots so as to be visible from the outside of the building. Proposed JW  
Seconded BG. (7 votes in favour – 100%)

## **"WATERLINE" CONDITIONS OF OCCUPANCY**

### **Owners, Tenants and Invitees**

#### **Noise**

Occupiers and their invitees must not create noise on lots or on common property likely to interfere with the peaceful enjoyment of occupants of other lots, of persons using common property or of occupiers of neighbouring properties.

#### **Behaviour**

Behaviour, mode of dress or language which may cause offence or embarrassment to occupiers of other lots, to persons using common property or to occupiers of neighbouring properties, is not permitted.

#### **Common Property**

Owners, tenants and invitees must not obstruct the lawful use of common property and must not make changes to or soil or damage any part of the common property including building, gardens and lawns.

#### **Vehicles**

Owners and tenants must park cars and boats in the numbered bays allocated to their units. Only temporary visitors may use vehicle bays marked "Visitors".

#### **Use of Pool and Spa**

The hours for use of pool and spa are between 7am and 9pm. Children under 14 years must be supervised by a responsible adult \*present within the pool area at all times. Alcohol and items made of glass are not to be brought into the pool area. No running, dive-bombing or ball-games are permitted in the pool area. Advisory safety signs are to be observed.

#### **Smoking**

Smoking is prohibited in all common areas, including the pool area and garage.

#### **Children Playing on Common Property**

Children are not permitted to play in halls, stairways and foyers within, or on common area pathways outside, the building. Children are not permitted to play in the garage or in other areas of potential hazard, or to be or remain in those areas unless under the \*direct control of an adult. The playing of ball-games and the riding of bicycles, skate boards and roller blades is prohibited at all times.



Page 7 of 8

### **Drying of Laundry and Other Items**

Occupiers must not hang any washing, towels, bedding or clothing over balconies or on any part of lots visible from the outside areas of the building.

### **Garbage Disposal**

No rubbish is to be deposited on common property. **Non-recyclable** household garbage must be securely wrapped and disposed of down the garbage chutes located in each foyer landing. **Recyclable** waste (paper, cardboard, clean cans and glass) is to be placed in the recycling bins located in the basement near the garage exit door. Cardboard containers are to be flattened prior to placement in bins.

### **Pets**

**\*\*Short-term holiday tenants and visitors may not bring any animal into any part of the premises.**

**\*\*Owner-occupiers and permanent tenants must abide by the "Waterline" By-Law 16 (B) (as amended) in relation to the keeping of animals.**

### **References:**

*Strata Schemes Management, Regulation 2005, Schedule 1 Model By-laws.*

*"Waterline" By-Laws: Registered 7<sup>th</sup> February 2008 Strata Plan 79974*

*\*\*By-Law 16B Amended and Registered June 2012*

**Date: 23 January 2009**

**\*Revised: 14 January 2012**

**\*\* Revised: 8 July 2012**



Page 8 of 8

## Approved Form 10

### Created 2016 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 79974 was affixed  
on 14/6/2017 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: Christol Peake Authority: STRATA MANAGER

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



Form: 15CH  
Release: 2.1

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

**AN330951Y**

**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/SF79974

**(B) LODGED BY**

Document  
Collection  
Box

1594

Name, Address or DX, Telephone, and Customer Account Number if any

SSA 131432K

Reference: JK SP 79974

CODE

**CH**

**(C) The Owners-Strata Plan No. 79974**

certify that a special resolution was passed on 4/5/2018

**(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—**

**(E) Repealed by-law No. NOT APPLICABLE**

Added by-law No. SPECIAL BY LAW 2

Amended by-law No. NOT APPLICABLE

as fully set out below:

**ELECTRONIC DELIVERY OF NOTICES:**

A document of notice may be service on the Owners Corporation, its secretary or strata committee on the owner/s of a lot by electronic means if the person nominated as the email contact has given the Owners Corporation an email address for the service of notices and the documents are sent to that address. A notice or document served on an owner/s by email in accordance with this by-law is deemed to have been served when transmitted by the sender, providing the sender does not receive an electronic notification of unsuccessful transmission, ie "bounce back" or "undeliverable", within 24 hours.

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

**(G) The seal of The Owners-Strata Plan No. 79974 was affixed on 9th May 2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:**

Signature:

Name:

Authority: STRATA MANAGER

Signature:

Name:

Authority:



SP 79974

Waterline

" A "

## **STRATA SCHEMES MANAGEMENT REGULATION 2005**

### **1 Noise**

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

### **2 Vehicles**

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

### **3 Obstruction of Common Property**

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

### **4 Damage to Lawns and Plants on Common Property**

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

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

### **5 Damage to Common Property**

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



2 of 6

## **6 Behaviour of owners and occupiers**

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

### **6B**

- i) An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property or any occupier or owner of a neighbouring property.
- ii) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property or any occupier or owner of a neighbouring property.
- iii) An owner or occupier of a lot must take responsible 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 or any owner of a neighbouring property.

## **7 Children Playing on Common Property in Building**

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

## **8 Behaviour of Invitees**

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

## **9 Depositing Rubbish and Other Material on Common Property**

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

## **10 Drying of Laundry Items**

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

## **11 Cleaning Windows and Doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of a lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owners or occupier of the lot safely or at all.

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## **12 Storage of Inflammable Liquids and Other Substances and Material**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any flammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases, or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

## **13 Changes to Floor covering or Surfaces**

- (1) An owner or occupier of a lot must notify the owner's corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor or surfaced concerned.

## **14 Floor Coverings**

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

## **15 Garbage Disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclables materials or waste:
  - a) Must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and ( except in the case of receptacles for recyclable material) adequately covered, and
  - b) Must ensure that before garbage, recyclable materials or waste in placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - c) For the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time which garbage, recyclable material or waste is normally collected, and
  - d) When the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - e) Must not place any thing in the receptacles of the owner or occupier of any lot except with the permission of that owner or occupier, and
  - f) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material and waste:
  - a) Must ensure that before garbage, recyclable materials or waste in placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or





- other containers, completely drained off, or in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
- b) Must promptly remove anything which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- a) Comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - b) Notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material and waste.
- (4) The owner's corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

#### **16 Keeping of Animals**

- (1) Subject to section 49 (4), an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep an animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or common property **this by-law precludes short term/holiday tenants/occupiers from keeping any animal on the lot or common property.**
- (2) The owner's corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) Notify the owners corporation that the animal is being kept on the lot, and
  - (b) Keep the animal within the lot, and
  - (c) Carry the animal when it is on common property, and
  - (d) Take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **17 Appearance of Lot**

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

**17B** Landscaped areas within individual courtyard areas shall be maintained and repaired, in accordance with the approved landscaping plan, by the owner's corporation or maintenance contractor authorised by the owner's corporation. Reasonable access shall be made available for the owner's corporation or its authorised maintenance contractor, as required, to maintain and repair landscaped areas.

#### **18 Change in use of Lot to be Notified**

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



## **19' Provision of Amenities or Service**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - a) widow cleaning,
  - b) garbage disposal and recycling services,
  - c) electricity, water or gas supply
  - d) telecommunications services ( for example, cable television )
- (2) The owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Section 111 of the Act provides that an owner's corporation may enter into an arrangement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **20 Compliance with Planning and other Requirements**

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

### **Special By-Law 1**

#### **Smoke Penetration**

**Specially Resolved At AGM 29<sup>th</sup> April 2017**

- 1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- 2) 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.

### **Special By-Law 2**

#### **Electronic Delivery of Notices**

A document of notice may be service on the Owners Corporation, its secretary or strata committee on the owner/s of a lot by electronic means if the person nominated as the email contact has given the Owners Corporation an email address for the service of notices and the documents are sent to that address. A notice or document served on an owner/s by email in accordance with this by-law is deemed to have been served when transmitted by the sender, providing the sender does not receive an electronic notification of unsuccessful transmission, ie "bounce back" or "undeliverable", within 24 hours.



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Approved Form 10

Created 2016 Certificate re Initial Period

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

\*that the initial period has expired.

The seal of The Owners - Strata Plan No. 79974 was affixed on 9.5.18

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: KHD Name: Kirsty Deal Authority: Strata Manager



## PLANNING CERTIFICATE

**Section 10.7**  
**Environmental Planning & Assessment Act 1979**

<b>Cert No.</b>	<b>1308 / 2020</b>
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**Applicant**

INFOTRACK PTY LTD  
GPO Box 4029  
SYDNEY NSW 2001

Receipt No. : 2200095  
Date of Issue : 7 February 2020  
Ref : 6620:9933

Property Key : 35836

**Property Description**

9/30-34 Little Street, FORSTER NSW 2428  
Lot 9 SP 79974

**Owner (as recorded by Council):**

Mrs M A Speiser  
GPO Box 4192  
SYDNEY NSW 2001

### A — Advice provided in accordance with Section 10.7(2)

#### 1. Names of relevant planning instruments and DCPs

**Great Lakes Local Environment Plan 2014**

**Great Lakes Development Control Plan**

**The land is subject to the following planning proposal(s)**

**Short-term Holiday Rental of Dwellings**

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

**Liveable Housing and Flexible Zone Boundaries**

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

**The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land**

SEPP	COASTAL MANAGEMENT 2018 (WHOLE OF LOT)
SEPP NO. 1	DEVELOPMENT STANDARDS
SEPP NO. 21	CARAVAN PARKS

SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP NO. 70	AFFORDABLE HOUSING (REVISED SCHEME)
SEPP	BUILDING SUSTAINABILITY INDEX: (BASIX) 2004
SEPP	HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004
SEPP	STATE SIGNIFICANT PRECINCTS 2005
SEPP	MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007
SEPP	INFRASTRUCTURE 2007
SEPP	MISCELLANEOUS CONSENT PROVISIONS 2007
SEPP	EXEMPT AND COMPLYING DEVELOPMENT CODES 2008
SEPP	AFFORDABLE RENTAL HOUSING 2009
SEPP	STATE AND REGIONAL DEVELOPMENT 2011
SEPP	VEGETATION IN NON-RURAL AREAS 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES 2017
SEPP	CONCURRENCES 2018
SEPP	PRIMARY PRODUCTION AND RURAL DEVELOPMENT 2019
DRAFT SEPP	SHORT-TERM RENTAL ACCOMMODATION 2019 [NSW]

## 2. Zoning and land use under relevant LEPs

### Great Lakes Local Environment Plan 2014

#### Zone R3 Medium Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To achieve increased population density in locations that support the business centre.

##### 2 Permitted without consent

Home occupations.

##### 3 Permitted with consent

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Helipads; Home-based child care; Home businesses; Hotel or motel accommodation; Information and education facilities; Jetties; Moorings; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roads; Seniors housing; Service stations; Serviced apartments; Sewerage systems; Signage; Tank-based aquaculture; Veterinary hospitals; Water recreation structures; Water supply systems

**4 Prohibited**

Pond-based aquaculture Rural workers' dwellings; Any other development not specified in item 2 or 3

**3. Complying development****Housing Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

**Rural Housing Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

**Greenfield Housing Code**

Complying development under this code CAN NOT be undertaken on the land

**Demolition Code**

Complying development under this code MAY be undertaken on the land

**Commercial and Industrial (Alterations) Code**

Complying development under this code MAY be undertaken on the land

**Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this code CAN NOT be undertaken on the land subject to the following land based exclusions:

- Buffer Area-Coastal Lake or Water (Part Affected)

**General Development Code**

Complying development under this code MAY be undertaken on the land

**Housing Alterations Code**

Complying development under this code MAY be undertaken on the land

**Subdivisions Code**

Complying development under this code MAY be undertaken on the land

**Fire Safety Code**

Complying development under this code MAY be undertaken on the land

**Container Recycling Facilities Code**

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

**4. Coastal protection**

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

No annual charges apply to the land

**5. Mine subsidence**

The land is not proclaimed as a mine subsidence district

**6. Road widening and road realignment**

The land is not affected by plans for road widening or realignment

**7. Council and other public authority policies on hazard risk restrictions**

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**7A. Flood related development controls information****Yes - Adopted Council Policy(s)****LEP2014 - 2100 Flood Planning Area**

Yes - the land is subject to clause 7.3 (Flood Planning) of Great Lakes Local Environment Plan 2014 and clause 4.2 (Flooding) of The Great Lakes Development Control Plan due to the likelihood of future and/or current flooding.

*Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. This can be obtained from Council's flood investigation engineer*

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**8. Land reserved for acquisition**

The land is not reserved for acquisition

**9. Contributions plans that apply to the land**

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

**9A. Biodiversity certified land**

The land is not Biodiversity certified

**10. Biodiversity stewardship sites**

No biodiversity stewardship agreements apply to the land

**10A. Native vegetation clearing set asides**

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

**11. Bush fire prone land**

The land is not bushfire prone land

**12. Property vegetation plans**

No property vegetation plans apply to the subject land

**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not received any such order

**14. Directions under Part 3A of the EP&A Act**

Not applicable

**15. Site compatibility certificates and conditions for seniors housing**

No Site Compatibility Certificate for Seniors Housing applies to the land

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

**17. Site compatibility certificates for affordable rental housing**

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

**18. Paper subdivision information**

No development plan applies to the land

**19. Site verification certificates**

No site verification certificate applies to the land

**20. Loose-fill asbestos insulation**

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

**21. Affected building notices and building product rectification orders**

No affected building notice or building product rectification order applies to the subject land

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

No additional matters under the Contaminated Land Management Act 1997



**B — Advice provided in accordance with Section 10.7(5)*****Please Note:***

*This Council has made no inspection of the property for the purpose of this certificate.*

*Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.*

**Additional Matters - General****Great Lakes DCP - Tree Preservation Area 2017**

The land is subject to clause 12 of the Great Lakes Development Control Plan in non-rural areas.

**Draft Policy to account for Climate Change**

Council, at its meeting dated 21/10/2008, adopted as a matter of policy, a draft policy, allowing for sea level rise of 0.9m to the year 2100 with a linear rise over the intervening period. On large subdivisions and rezonings where there is limited impact on adjoining properties, ground levels are to be raised to a level equivalent to the 1% flood level with allowance for climate change to the year 2100. Developments on this land are required to have floors 500mm higher than the 1% flood level. For infill development, floor levels are required to be raised to 500mm above the 1% flood level with allowance for climate change to the year 2060 unless such house raising will have an adverse impact on access, neighbouring properties or the surrounding streetscape.

In conjunction with any application involving extensive areas of filling, the applicant is required to submit a flood study to indicate that such filling will not adversely impact on storm flows or flooding in the area. Such studies are to be based on full allowances for climate change. Applications upstream of the river mouth are required to submit a flood study to indicate flood levels including any impacts from climate change to enable assessment by Council officers.

*For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.*

# **REQUISITIONS ON TITLE**

**STRATA TITLE**

From: .....Purchaser's Solicitor .....

To: .....Vendor's Solicitor .....

Re: .....To: .....

Property: .....Date: .....

## **REQUISITIONS**

## **REPLIES**

1. (a) In these requisitions "common property" and "lot" have the meanings as defined in S.5(1) of the Strata Titles (Freehold Development) Act, 1973, "parcel" means land together with improvements and fixtures, "land" means the parcel without improvements and fixtures, "improvements" means improvements and fixtures.  
(b) In requisitions 26 - 38 the references are to provisions of the Strata Schemes Management Act 1996, unless otherwise stated.
2. When the transaction between our clients is a mortgage, these requisitions should apply by substituting "Mortgagor" for "Vendor" and "Mortgagee" for "Purchaser" wherever appearing in the requisitions.
3. The replies will be regarded as remaining correct and applicable up to the date of the completion of the transaction between our respective clients. If you become aware before completion that any of these replies is inaccurate, will you undertake to inform us of that fact before completion and to furnish in writing the reply considered by you to be appropriate.
4. (a) Is the Vendor (or if there is more than one Vendor, any of them) under any incapacity when entering into this transaction or subsequently which would affect completion of this transaction?  
(b) In particular:  
(i) Is the Vendor under the age of 18 years;  
(ii) Has any order or declaration been made relating to the Vendor under the Protected Estates Act 1983 or under the Inebriates Act, 1912;  
(iii) Has the Vendor committed an act of bankruptcy under the Bankruptcy Act, 1966 or has the Vendor been served with a bankruptcy notice, or a bankruptcy petition, or has a sequestration order been made against his estate, or has he entered into an arrangement under Part X of the Bankruptcy Act;  
(iv) If the Vendor is a company or a corporation, has any resolution, application or order been made for winding up or for the appointment of a receiver or of an administrator?  
(v) If the answer to any one of (i) to (iv) is otherwise than "No", full particulars should be furnished.
5. Is the Vendor aware of any contemplated or current legal proceedings which might or will affect the parcel, or common property or the lot being sold?
6. Is the Vendor aware of any unsatisfied judgments orders or writs of execution which affect the parcel, the common property, or the lot being sold, or bind the Vendor?
7. Has an order been made or has the Vendor received notice of an application for an order under the Family Provision Act, 1982?
8. Are any improvements or chattels included in the transaction and passing to the Purchaser on completion subject to any credit contract, hire purchase agreement, bill of sale, charge or encumbrance or are any of them not fully owned by the Vendor?
9. The Vendor should establish that the whole of the subject matter of the sale will be conveyed to the Purchaser on completion and that there are no encroachments by or upon the parcel.
10. Is the Vendor aware of any latent defects in title to any part of the land or the parcel, including pipes or structures beneath the surface of the land?
11. (a) Has each restrictive covenant, which has been disclosed to the Purchaser, been complied with?  
(b) Is the Vendor aware of any restrictive covenants, which affect or benefit the land and have not been disclosed to the Purchaser?
12. (a) Is the Vendor aware of any alterations or additions to the building or improvements erected on the parcel or to any lot made after the date of the certificate issued either under S.317A of the Local Government Act, 1919 or under S.37(1) of the Strata Titles (Freehold Development) Act, 1973?  
(b) If the answer to (a) is "Yes", please furnish full particulars of the alterations or additions and details of the approval for them having been carried out.  
(c) Is the Vendor aware of any notice or order under Section 317B(1) or (1A) of the Local Government Act, 1919 or of any notice, order, or intended or threatened action under Chapter 7 Part 2 of the Local Government Act 1993?  
(d) If the answer to (c) is "Yes", furnish full particulars.
13. (a) Is there any currently applicable development approval or consent to the use of the parcel?  
(b) Are there any restrictions on the use of, or development of, the parcel by reasons of the likelihood of land slip, bush fire, flooding, tidal inundation, noise exposure, subsidence or any other risk?

REQUISITIONS	REPLIES
<p>14. If a swimming pool is included within the parcel –</p> <p>(a) Was its construction commenced before or after 1 August 1990?</p> <p>(b) Has the erection of the swimming pool been approved under the Local Government Act 1919 or under the Local Government Act 1993?</p> <p>(c) Please furnish details of such approval.</p> <p>(d) Are the access requirements specified in the Swimming Pools Act 1992 and the Regulations under that Act satisfied in respect of the swimming pool?</p>	
<p>15. Is the Vendor aware of the land being subject to any proposal or order under the Coastal Protection Act, 1979?</p>	
<p>16. Is the Vendor aware of any conservation instrument or any order, notice or intention to take action in respect of the property under the Heritage Act 1977?</p>	
<p>17. Is the whole or part of the parcel within a proclaimed Mine Subsidence District under the Mine Subsidence Compensation Act 1961?</p>	
<p>18A. If the property is a "dwelling" within the Builders Licensing Act, 1971, in respect of building work carried out between 2 April 1973 and 20 March 1990 –</p> <p>(a) Has any building work been commenced on the land after 2 April 1973?</p> <p>(b) Did the building work include a swimming pool, garage or other structure erected after 1 March 1977?</p> <p>(c) If the answer to (a) or (b) is "Yes" furnish the name, address and the licence number of the builder and the date of the agreement with him relating to the building work.</p>	
<p>18B. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 21 March 1990?</p> <p>(b) If so, please furnish details of the BSC Comprehensive Insurance or BSC Special Insurance protection which applies to that work under Part 6 of the Home Building Act 1989.</p>	
<p>18C. (a) Has any residential building work been done on the parcel under a contract entered into or commenced after 1 May 1997?</p> <p>(b) If so, please furnish details of insurance in respect of that work in accordance with S.92 of the Home Building Act 1989.</p>	
<p>19. (a) Is the Vendor aware of any drain, sewer, water main or stormwater channel which intersects or runs through or under the land?</p> <p>(b) If the answer to (a) is "Yes", furnish particulars, including any rights existing in favour of any person or authority.</p>	
<p>20. (a) Are the rain-water downpipes carrying the roof water connected to the sewer?</p> <p>(b) If the answer to (a) is "Yes", it should be shown that permission was obtained and proper provision made before completion for the discharge of roof water.</p>	
<p>21. (a) To whom do the boundary fences belong?</p> <p>(b) Are there any party walls?</p> <p>(c) If the answer to (b) is "Yes" specify what rights are held in respect of each party wall.</p> <p>(d) Is the Vendor aware of any dispute regarding boundary or dividing fences, party walls or encroachments?</p> <p>(e) Is the Vendor aware of the owners corporation having received any notice, claim or proceeding under the Dividing Fences Act, 1991 or under the Encroachment of Buildings Act, 1922 or in respect of any nuisance or other matter relating to the parcel or its use?</p>	
<p>22. Is the Vendor aware of any of the following affecting the whole or part of the parcel:</p> <p>(a) Any easement, licence or other entitlement which benefits or affects the land and has not been disclosed to the Purchaser?</p> <p>(b) Any easement, licence, agreement or right in respect of water, sewerage, drainage, electricity, gas or other connections, pipes or services which benefit or affect the parcel?</p> <p>(c) Any notice of resumption or intended resumption?</p> <p>(d) Any proposal to re-align or widen any road which is adjacent to the parcel?</p> <p>(e) Any proposal by any public or statutory authority?</p> <p>(f) Any notice from a public or local authority requiring the doing of work or the expenditure of money on the parcel?</p> <p>(g) Any work which has been done or is intended to be done on the land or adjoining or adjacent to the land (including road work, pavement, guttering, sewerage or drainage) which has created or will create a charge on the land and which will be recoverable from the Purchaser?</p> <p>(h) Any claim or conduct to close, obstruct or limit access to or from the land or to an easement over the land?</p>	
<p>23. (a) Is the Vendor liable to pay land tax?</p> <p>(b) Is the lot subject to any charge for land tax for the current year or any past year?</p> <p>(c) If the answer to (a) or (b) is "Yes", all land tax should be paid and the land should be released from the charge before completion.</p> <p>(d) Is any amount due to any other local or public authority which is a charge over the parcel or the lot?</p>	
<p>24A. If the lot is sold subject to vacant possession –</p> <p>(a) Is any person in adverse possession of any part of the lot?</p> <p>(b) The Vendor should remove from the lot before completion all moveable chattels which are not included in the sale.</p>	
<p>24B. If the lot is sold subject to any tenancy, in respect of each tenancy –</p> <p>(a) Is the tenancy as is disclosed in the contract or as has been indicated in writing to the Purchaser?</p>	

REQUISITIONS	REPLIES
<ul style="list-style-type: none"> <li>(b) If the answer to (a) is "No", furnish particulars of any new or different tenancies other than those disclosed and furnish a copy of the lease.</li> <li>(c) Has there been any change in lease terms in respect of a tenant whose tenancy has been disclosed to the Purchaser?</li> <li>(d) If the answer to (c) is "Yes", furnish particulars and a copy of any new lease.</li> <li>(e) On completion all leases should be handed over to the Purchaser together with notice of attornment.</li> <li>(f) Rental should be apportioned on completion, but the Purchaser shall not be obliged to allow any adjustment for arrears of rent.</li> <li>(g) In respect of any rental bond for commercial premises the amount of the bond should be allowed on completion or if deposited with some financial institution control over it should be vested for the period after completion in the Purchaser in lieu of the Vendor.</li> <li>(h) In respect of each rental bond deposited with the Rental Bond Board, on completion the appropriate authority duly completed and signed by the Vendor or the managing agent (as is required) will be handed over to the Purchaser to enable the Purchaser or his agent to be recognised after completion as the lessor in respect of that rental bond.</li> <li>(i) If there is any guarantee in respect of the lessee's obligations under any lease or tenancy agreement, the benefit of that guarantee should be assigned on completion to the purchaser.</li> </ul>	
<p>24C. In respect of premises leased for residence –</p> <ul style="list-style-type: none"> <li>(a) Was the dwelling-house in the course of erection at, or did its erection commence after 16 December 1954?</li> <li>(b) If the answer to (a) is "No", furnish particulars of the basis on which the premises are excluded from Parts II or V of the Landlord and Tenant (Amendment) Act, 1948 and furnish copies of any lease whose registration with the Rent Controller is relied on for that purpose.</li> <li>(c) Did the tenant enter into occupation after 1 January 1986 under a lease entered into after that date?</li> <li>(d) In respect of prescribed premises, what is the latest determination of fair rent and is there any current application to determine or to vary the fair rent?</li> <li>(e) Current agreements under section 17A of the Landlord and Tenant (Amendment) Act, 1948 should be produced to the Purchaser before completion and found to have been effectively executed attested and registered in accordance with that section.</li> <li>(f) Has any order been made under Section 6 of the Landlord and Tenant (Amendment) Act, 1948?</li> <li>(g) Is any part of the premises "special premises" within section 6A of the Landlord and Tenant (Amendment) Act, 1948?</li> </ul>	
<p>24D. (a) In respect of any of the tenancies</p> <ul style="list-style-type: none"> <li>(i) was any certificate given under S.16(3) of the Retail Leases Act 1994;</li> <li>(ii) was a disclosure statement given to the tenant under the Retail Leases Act 1994;</li> <li>(iii) was any document served on the tenant under the lease, which concerns the rights of the landlord or the tenant after completion;</li> <li>(iv) was any document served by the tenant under the lease, which concerns the rights of the landlord or the tenant after completion?</li> </ul> <p>(b) If the answer to any of 24D(a)(i)–(iv) is "Yes", please furnish particulars, forward copies of each certificate, statement or document, and the original should be handed over on completion.</p>	
<p>25. If it is provided in the contract, the existing telephone service should be left at the premises at settlement, to enable the Purchaser to become the subscriber of that service.</p>	
<p>26. (a) At the time of completion the Vendor should be recorded as the owner of the lot on the strata roll.</p> <p>(b) On completion duly completed notices should be furnished to the Purchaser under S.118 relating to the Vendor and other interests recorded on the strata roll which should cease on or before completion.</p>	
<p>27. (a) Is the Vendor aware of any amendment or any current proposal for the amendment of the by-laws which are not disclosed in the contract?</p> <p>(b) If the answer is "Yes", please furnish details.</p> <p>(c) Is the Vendor aware of any breach by the Vendor or by any occupier of the lot being sold of the current by-laws or of S.116 or S.117?</p>	
<p>28. (a) Has the initial period expired?</p> <p>(b) Is the Vendor aware of conduct by the owners corporation contravening S.50 or S.113 taken during the initial period?</p>	
<p>29. Is the Vendor aware of any action taken or current proposals regarding:</p> <ul style="list-style-type: none"> <li>(a) The alteration of any lot or of the building erected on the parcel, or the conversion of any lot into common property?</li> <li>(b) The transfer, lease or dedication of common property or of additional common property?</li> <li>(c) The vesting in an owner of the exclusive use of part of common property?</li> <li>(d) The creation or release of any easement or restriction as to user?</li> <li>(e) Any order or application for variation or termination of the Strata Scheme or for the substitution of a new Strata Scheme?</li> </ul>	
<p>30. If a lot included in the sale is a utility lot, please furnish particulars of the conditions restricting its user.</p>	
<p>31. (a) Is the Vendor aware of work carried out or proposed to be carried out by the owners corporation on or in relation to the common property or the lot being sold?</p>	

REQUISITIONS	REPLIES
<p>(b) If the answer to (a) is "Yes", please furnish particulars of the work and indicate whether the Vendor has paid for any part of the work or whether it is recoverable from the Vendor under S.63.</p> <p>(c) Is the Vendor aware of any notice served by a public authority or by the local council requiring the owner of any lot (including the Vendor) to carry out work on or in relation to that lot?</p>	
<p>32. (a) Has any part of the common property or any lot been resumed?</p> <p>(b) Is the Vendor aware of any proposal for the resumption of any part of the common property or of any lot?</p>	
<p>33. (a) Please furnish full particulars of all current insurance policies held by the owners corporation in respect of the building erected on the parcel and the property or liability of the owners corporation.</p> <p>(b) The owners corporation should hold insurance policies in compliance with Chapter 3 Part 4 Divisions 2 and 3.</p> <p>(c) Is the Vendor aware of any application or order pursuant to Chapter 5 Part 4 Division 3?</p> <p>(d) Is the Vendor aware of any current or proposed claim by the owners corporation or by the Vendor under any insurance policy covering the common property or any lot?</p>	
<p>34. Please furnish particulars of:</p> <p>(i) The administrative fund.</p> <p>(ii) Any sinking fund.</p> <p>(iii) The Vendor's liability for current levies by the owners corporation, including towards the administrative fund and the sinking fund.</p> <p>(iv) Is any amount payable by the Vendor to the owners corporation in respect of any right of exclusive use or enjoyment of any part of the common property?</p> <p>(v) Is there any outstanding liability of the owners corporation or the Vendor under S.241?</p> <p>(vi) Is the Vendor indebted for any pecuniary penalty or order for costs under Chapter 5 which is a charge on the lot being sold?</p>	
<p>35. (a) Has a strata managing agent been appointed?</p> <p>(b) If the answer is "Yes", please furnish the name, address and particulars of the powers, authorities, duties and functions delegated to the strata managing agent.</p>	
<p>36. (a) Is the Vendor aware of any current application, order or interim order under Part V of the Strata Titles (Freehold Development) Act or under Chapter 5 of the Strata Schemes Management Act which relates to the Strata Scheme, the common property or the lot being sold, affecting the owners corporation, the Vendor or the occupier of the lot?</p> <p>(b) If the answer is "Yes", please furnish full particulars.</p> <p>(c) Is the Vendor aware of any appeal, or any order for variation or revocation in respect of such an order?</p>	
<p>37. Is the Vendor aware of:</p> <p>any actual, contingent or expected liabilities of the owners corporation which, when aggregated and apportioned to the lot or lots comprising or included in the property in accordance with the unit entitlement thereof, would exceed one per centum of the price of the lot sold by the Vendor (but excluding from that calculation any such liabilities which are</p> <p>(1) fully covered by a contribution levied prior to the date of this agreement under Chapter 3 Part 3 Division 2;</p> <p>or</p> <p>(2) normal operating expenses and are the subject of a contribution to the Administrative Fund)?</p>	
<p>38. Not less than 7 days prior to completion the Vendor shall furnish to the Purchaser, at the Purchaser's expense, a certificate under S.109.</p>	
<p>39. If there is no special completion address stated in the contract, please advise where the Vendor requires completion to occur.</p>	

Solicitor for Vendor



MRS MERILYN SPEISER  
C/- TONY MAW  
ANM LAWYERS SUITE 803 LEVEL 8  
55 CLARENCE STREET  
SYDNEY NSW 2000

Our reference: 7114522514460

Phone: 13 28 66

7 February 2020

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MERILYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410281733508
Vendor name	MERILYN SPEISER
Previous Vendor name	
Vendor address	25 DARLING STREET BRONTE NSW 2029
Clearance Certificate Period	7 February 2020 to 8 February 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
James O'Halloran  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign  
resident capital gains withholding  
at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas,  
phone +61 2 6216 1111 and ask  
for **13 28 66** between 8:00am  
and 5:00pm Australian Eastern  
Standard time, Monday to Friday.



INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

## Purchaser Copy

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

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S79974/9	Unit 9, 30-34 LITTLE ST FORSTER 2428	NOT AVAILABLE

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2020 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

---

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

**Who is protected by a clearance certificate?**

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

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

A certificate may be issued as 'clear' if:

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

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

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

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

**How do I clear a certificate?**

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

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

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

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

**How do I get an updated certificate?**

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

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

**Land value, tax rates and thresholds**

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



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



1300 139 816\*



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



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

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



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The owner:

- if **not registered** for land tax. Go to [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au), login by using Client ID: 97374717 and Correspondence ID: 1701282285 to register; OR
  - if **registered** for land tax. Go to [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au), login by using their Client ID and Correspondence ID as shown on their most recent assessment notice;
  - will need to enter the details of all the land owned and claim any applicable exemptions;
  - will receive an assessment and should pay the amount due shown on the assessment notice;
  - can then update the certificate through their Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au) allowing sufficient time for the payment to be processed.
- 

Yours sincerely,



Stephen R Brady

Chief Commissioner of State Revenue

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