

Contract for the sale and purchase of land 2018 edition

| TERM | MEANING OF TERM | eCOS ID: 47778505 | NSW Duty: |
|---|--|-------------------|---|
| vendor's agent | PULSE PROPERTY AGENTS Level 3, 12 Central Road, Miranda NSW 2228 | | Phone: 9525 4666 Fax: 9525 4699 Ref: Troy Cleary |
| co-agent | | | |
| vendor | CLINTON JAMES HADENHAM and TAMMY LEA ETCHHELLS Villa 18, 103-105 Glencoe Street, Sutherland NSW 2232 | | |
| vendor's solicitor | HAYDON LAW GROUP 88 Cronulla Street Cronulla NSW 2230 PO Box 537, Cronulla NSW 2230 (DX 21127 CRONULLA) | | Phone: 9527 1600 Fax: 9527 4652 Ref: Daniel Haydon Email: admin@haydonlawgroup.com |
| date for completion | See Further Provision 17 (clause 15) | | |
| land | 18/103-105 GLENCOE ST SUTHERLAND NSW 2232 | | |
| (Address, plan details and title reference) | LOT 18 IN STRATA PLAN 42122 18/SP42122 | | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Villa | | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | | |

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

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

☐ NO ☐ yes

proposed electronic transaction (clause 30)

☐ no ☐ YES

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full

☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an RW payment
(residential withholding payment)

☐ NO ☐ yes (If yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|---|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input checked="" type="checkbox"/> 32 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input checked="" type="checkbox"/> 33 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 34 strata by-laws |
| <input type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 35 strata development contract or statement |
| <input type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 36 strata management statement |
| <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 | <input type="checkbox"/> 37 strata renewal proposal |
| <input type="checkbox"/> 7 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 checked="" 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 planning agreement | <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 benefitting the land | <input type="checkbox"/> 48 property certificate for community property |
| <input type="checkbox"/> 18 old system document | <input type="checkbox"/> 49 plan creating community property |
| <input type="checkbox"/> 19 Crown purchase statement of account | <input type="checkbox"/> 50 community development contract |
| <input type="checkbox"/> 20 building management statement | <input type="checkbox"/> 51 community management statement |
| <input type="checkbox"/> 21 form of requisitions | <input type="checkbox"/> 52 document disclosing a change of by-laws |
| <input type="checkbox"/> 22 <i>clearance certificate</i> | <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 23 land tax certificate | <input type="checkbox"/> 54 document disclosing a change in boundaries |
| | <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 |
| | <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 |
| | <input type="checkbox"/> 57 document relevant to off-the-plan sale |
| Home Building Act 1989 | Other |
| <input type="checkbox"/> 24 insurance certificate | <input type="checkbox"/> 58 |
| <input type="checkbox"/> 25 brochure or warning | |
| <input type="checkbox"/> 26 evidence of alternative Indemnity cover | |
| Swimming Pools Act 1992 | |
| <input type="checkbox"/> 27 certificate of compliance | |
| <input type="checkbox"/> 28 evidence of registration | |
| <input type="checkbox"/> 29 relevant occupation certificate | |
| <input type="checkbox"/> 30 certificate of non-compliance | |
| <input type="checkbox"/> 31 detailed reasons of non-compliance | |

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

Clisdells Strata Management
623 Princes Highway, Rockdale NSW 2216

Tel: 9556 5222

FURTHER PROVISIONS

BETWEEN

AS VENDOR(S)

CLINTON JAMES HADENHAM and TAMMY LEA ETCHELLS

AND

AS PURCHASER(S)

PROPERTY AT:

18/103-105 GLENCOE STREET, SUTHERLAND

1. **PURCHASER(S) WARRANTY IN RESPECT OF THE AGENT**

The Purchaser warrants that he has not been introduced to the property herein sold and/or the Vendor by any Agent other than the Vendor's Agent, if any, herein named. The Purchaser shall indemnify the Vendor in respect of any commission claim and/or other payment for which the Vendor is held liable to pay resulting from breach of this warranty. This warranty and indemnity shall not merge on completion.

2. **PARTICULARS OF TITLE**

Sufficient particulars of title for the preparation of the transfer are contained in this Contract and the Purchaser(s) shall not request the Vendor(s) to provide any further Statement of Title.

3. **TIME FOR COMPLETION AND NOTICE TO COMPLETE**

(A) Should either party fail to complete this Contract on or before the completion date specified herein then the other party shall be entitled to issue a Notice to Complete to the defaulting party to complete this Contract within fourteen (14) days from the date of service of such notice and in this respect time shall be of the essence.

(B) If the Vendor(s) is required to issue a Notice to Complete in accordance with this clause as a result of the Purchaser's default under this Contract, then it is an essential term of this Contract that the purchaser must, on completion, allow to the Vendor(s) the sum of \$275.00 on account of the Vendor's additional legal costs and disbursements in relation to the issue of the Notice to Complete.

4. **EFFECT OF DEATH OR INSOLVENCY**

If the Vendor(s) or Purchaser(s) or if more than one then any one of them shall die or become mentally ill or go into bankruptcy, then either party may rescind the Contract.

5. **SURVEY**

If annexed hereto is a copy of a survey report relating to the property the Purchaser(s) acknowledge any encroachment by or upon the property and/or non-compliance with the Local Government Act 1919 that may be specifically disclosed and clearly described therein and the Purchaser(s) shall not make any requisitions, objections or claims for compensation in relation to any encroachment and/or non-compliance. The Purchaser(s) acknowledge that the Vendor(s) do not guarantee that the original of any copy survey annexed hereto will be available at settlement.

Further Provisions (cont.)

6. **COVENANTS AND RESTRICTIONS**

The Purchaser(s) acknowledge and agree that they have inspected all covenants and restrictions annexed hereto and will raise no objection, requisition or claim for compensation in relation to the contents thereof, to the non-compliance by the property with any of the same or any matter or thing arising therefrom and further acknowledge that they have fully satisfied themselves in all respects thereto.

7. **RELEASE OF DEPOSIT**

Notwithstanding anything hereinbefore contained, the Purchaser(s) hereby agree to release on or after the date hereof and prior to completion, the deposit or part thereof to the Vendor(s) if required by the Vendor(s) for payment as deposit money on the purchase of real estate and/or stamp duty and/or towards the balance of purchase price payable by the Vendor(s) on the Vendor(s)' purchase of another property. The Purchaser(s) authorise the Vendor(s)' Agent and/or the Vendor(s)' Representative (without production of any further authority other than a copy of this Special Condition) to withdraw the said moneys from where same has been deposited for an amount so required by the Vendor(s) for any of the beforementioned applications.

8. **SECTION 149 CERTIFICATE**

The Vendor(s) disclose that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 149 Certificate may be inaccurate in respect of those matters.

9. **REDUCED DEPOSIT**

If the Vendor agrees to accept a part deposit on exchange of this Contract then, in addition to any other rights or benefits accruing to the Vendor hereunder, it is hereby agreed that in the event the Purchaser shall make default in the performance of his obligations in this Contract and notwithstanding the provisions of Clause 9 in that regard the Vendor shall have the right to demand and receive from the Purchaser that amount as shall represent the difference between the part deposit paid and the full deposit shown on the front page of the Contract and to recover the amount of such difference from the Purchaser as a liquidated debt. If there is no default by the Purchaser, or completion of this Contract occurs notwithstanding the Purchaser's default, the balance of the deposit must be paid on completion. This clause shall not merge on completion.

10. **COMPENSATION FOR DELAYED SETTLEMENT**

If the Purchaser(s) shall not complete this purchase by the completion date, without default by the Vendor(s), the Purchaser(s) shall pay to the Vendor(s) on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre estimate of the Vendor(s) loss of interest for the purchase money and liability for rates and outgoings.

11. **SWIMMING POOLS**

Where a swimming pool is included in the sale, the Vendor(s) does not warrant that the said swimming pool complies with the requirements imposed by the Swimming Pools Act, 1992, and the regulations prescribed under that Act or pursuant to the regulations thereunder and the Purchaser(s) shall not be entitled to make any objections, requisition or claim for compensation or delay settlement in relation thereto. This clause shall not merge on completion.

Further Provisions (cont.)

12. **NON-COMPLIANCE**

So far as the Vendor(s) are aware there are no encroachments by or upon the subject property and there is no contravention of the Local Government Act or ordinances in respect of the position of the building and its eaves and guttering. If upon survey there shall be found any such encroachments or contravention to which the Purchaser(s) shall be entitled to object the Vendor(s) shall not be obliged to cure or remedy the same and notwithstanding the provision of Clauses 6 and 7 of the annexed Conditions of Sale the Vendor(s) shall not be obliged to make any compensation in respect thereof and in the event of the Purchaser(s) refusing to accept the premises subject to any such encroachment or contravention the Vendor(s) shall be entitled to rescind the contract upon returning to the Purchaser(s) the deposit hereunder and thereafter neither party shall be liable to the other for any matter arising hereunder.

13. **FINANCE**

The Purchaser(s) warrants that:-

- (a) Finance has been obtained;
- (b) The terms of such finance are reasonable for the Purchaser(s)' needs;
- (c) Such finance is sufficient to allow the Purchaser(s) to complete this Contract.

The Purchaser(s) acknowledges that the intention of this Special Condition is to disentitle the Purchaser(s) from claiming any rights under Section 124(1) of the Consumer Credit Code.

14. **PERSONAL GUARANTEES**

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the director of the Purchaser Company ("the Guarantor") guarantees to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Signature of Witness

.....
Signature of Guarantor

.....
Print name and address

.....

Further Provisions (cont.)

15. **PURCHASER RELIES ON OWN ENQUIRIES**

- (A) The Purchaser warrants that, in entering into this Contract, the Purchaser does not rely upon any warranty or representation in relation to the property, or to the neighbourhood in which the property is situated or any event which may or may not have taken place at the property, made by the Vendor or any person on behalf of the Vendor (including the Vendor's agent (if any) except as may be expressly set out in this Contract.
- (B) The Purchaser warrants that the Purchaser has relied upon the Purchaser's own enquiries in relation to the property and the Purchaser accepts the property in its present state and condition (subject to fair wear and tear) as to which the Vendor makes no warranty whatsoever and the Purchaser will make no objection, requisition or claim for compensation nor rescind or terminate this contract with regard to the state and condition of the property.
- (C) The Purchaser acknowledges that the Vendor has not authorised the Vendor's agent or any other person to make any representations or warranties in relation to:
- (i) the property or to the neighbourhood in which the property is situated;
 - (ii) any event which may have occurred at the property;
 - (iii) any act to be performed by the Vendor;
 - (iv) the manner in which the Vendor will or will not enforce the Vendor's rights set out in this Contract; or
 - (v) any other matter or thing regarding the sale of the property;

in relation to which matters the Purchaser relies entirely on the Purchaser's own enquiries and the terms contained in this Contract.

16. **AMENDMENTS TO PRINTED PROVISIONS OF CONTRACT**

- (A) Clause 1 is amended so that from the definition of "bank", the following words are deleted:
- "a building society or credit union".
- (B) Clause 16.5 the words "plus another 20% of that fee" are deleted.
- (C) Clause 16.8 is deleted.

17. **SETTLEMENT DATE**

Completion of this Contract will be the **earlier** of:

- 17.1 twelve (12) weeks from the date of this Contract; or
- 17.2 fourteen (14) days after the date the Vendor's representative notifies the Purchaser's representative that the Vendor wishes to settle

PROVIDED THAT the Vendor will not require the Purchaser to settle earlier than 42 days from the date of this Contract.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/SP42122

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 20/6/2018 | 12:29 PM | 4 | 17/3/2014 |

LAND

LOT 18 IN STRATA PLAN 42122
AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

FIRST SCHEDULE

CLINTON JAMES HADENHAM
TAMMY LEA ETCHELLS
AS JOINT TENANTS

(T AI441480)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP42122
- 2 AI441481 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

35822:8989:SC

PRINTED ON 20/6/2018

* 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.



LAND
REGISTRY
SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP42122

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 20/6/2018 | 12:29 PM | 3 | 21/2/2018 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 42122
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT SUTHERLAND
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP42122

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 42122
ADDRESS FOR SERVICE OF DOCUMENTS:
103-106 GLENCOE STREET
SUTHERLAND 2232

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A493285 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE WITHIN THE PART SHOWN SO INDICATED IN THE TITLE
DIAGRAM
- 3 D180475 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO
INDICATED IN THE TITLE DIAGRAM
- 4 E354548 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART SHOWN
SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE PART
OF LOT 29 IN DP571655 SHOWN VARIABLE WIDTH IN PLAN
WITH E354548
- 5 Z716434 EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 Z722257 EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART
SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 SP42122 RIGHT OF CARRIAGEWAY AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 8 SP42122 EASEMENT TO DRAIN WATER AFFECTING THE PART SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 9 SP42122 POSITIVE COVENANT
- 10 E453549 RESTRICTION(S) ON THE USE OF LAND
- 11 AN135349 CONSOLIDATION OF REGISTERED BY-LAWS
- 12 AN135349 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

35822:8989:SC

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP42122

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20)

STRATA PLAN 42122

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | - 1 | 2 | - 1 | 3 | - 1 | 4 | - 1 |
| 5 | - 1 | 6 | - 1 | 7 | - 1 | 8 | - 1 |
| 9 | - 1 | 10 | - 1 | 11 | - 1 | 12 | - 1 |
| 13 | - 1 | 14 | - 1 | 15 | - 1 | 16 | - 1 |
| 17 | - 1 | 18 | - 1 | 19 | - 1 | 20 | - 1 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

35822:8989:SC

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Received: 20/06/2018 12:29:12

FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

| | | | |
|--|--|--|--|
| <p>COUNCIL'S CERTIFICATE</p> <p>The Council of the Strathglen Shire Council, being satisfied that the requirements of the Strata Titles Act, 1973 have been complied with, hereby certifies that the proposed subdivision of the land described in the accompanying plan, being a plan of subdivision of the land described in the accompanying plan, is in accordance with the provisions of the Strata Titles Act, 1973.</p> <p><i>[Signature]</i></p> <p>Stratification No. 579.70/92</p> <p>Subdivision No. 579.70/92</p> <p><i>[Signature]</i></p> | | <p>SURVEYOR'S CERTIFICATE</p> <p>I, ROBERT VAN DER LINDEN, a COOPER'S RICHARDS, NO. 603 SUTHERLAND, being a duly qualified and registered surveyor, do hereby certify that the plan of subdivision of the land described in the accompanying plan, being a plan of subdivision of the land described in the accompanying plan, is in accordance with the provisions of the Strata Titles Act, 1973.</p> <p><i>[Signature]</i></p> <p>Date: JUNE, 1992</p> <p>This is sheet 1 of my Plan in SIX sheets.</p> | |
| <p>Signature, seals and statements of intention to create easements or restrictions as to user.</p> <p>PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT, 1919, AS AMENDED, AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973, IT IS INTENDED TO CREATE:</p> <p>(1) RIGHT OF CARRIAGEWAY 3.66 WIDE AND VARIABLE WIDTH.</p> <p>(2) EASEMENT TO DRAIN WATER 1 WIDE.</p> <p>(3) POSITIVE COVENANT.</p> <p>AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL CLERK.</p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> | | <p>PLAN OF LOT 1 D.P. 536149, LOT 52 D.P. 582563, LOT 27 D.P. 571344, LOT 2 D.P. 816084 AND LOT 28 D.P. 571655.</p> <p>Municipality: SUTHERLAND Locality: SUTHERLAND</p> <p>Parish: SUTHERLAND County: CUMBERLAND</p> <p>Reduction-Ratio-1: Lengths are in metres </p> <p>Name of, and address for service of notices on, the body corporate: PROPRIETORS OF STRATA PLAN NO 42122</p> <p>Address required on original strata plan only: NO 103-106 GLENCOE STREET AND NO 315 FOREST ROAD SUTHERLAND, 2257.</p> | |
| <p>STRATA PLAN 42122</p> <p>Registered: 8/14.9.1992</p> <p>C.A.: STA.70/92 OF 28.8.1992</p> <p>Purpose: STRATA PLAN</p> <p>Ref. Map: U0030-82</p> <p>Last Plan: DP 536149, DP 571655, DP 571344, DP 816084, DP 582563.</p> | | <p>Y O 2 O W O 6 N</p> | |

SURVEYOR'S REFERENCE: 91/1106/1

Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

FOR LOCATION PLAN SEE SHEET 2

FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 6 Sheets

LOCATION PLAN FOR SINGLE STOREY BRICK VILLAS

STRATA PLAN 42122

OFFICE USE ONLY

| LOT N° | ENTITLEMENT |
|-----------|-------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| AGGREGATE | 20 |

- SCHEDULE OF UNIT ENTITLEMENT
- (A) - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE E 351548)
 (B) - EASEMENT TO DRAIN WATER 1 WIDE (VIDE Z 712257)
 (C) - EASEMENT TO DRAIN WATER 1 WIDE AND VARIABLE (VIDE Z 716434)
 (D) - EASEMENT TO DRAIN WATER 1 WIDE
 (E) - RIGHT OF CARRIAGEWAY 3.66 WIDE AND VARIABLE WIDTH.
 P - DENOTES PATIO
 * - DENOTES YARD SPACE
 (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - A493285
 (Y) - LAND EXCLUDES MINERALS - D180475
 (Z) - BENEFITED BY RIGHT OF CARRIAGEWAY VARIABLE WIDTH - E374548

Reduction Ratio 1: 500

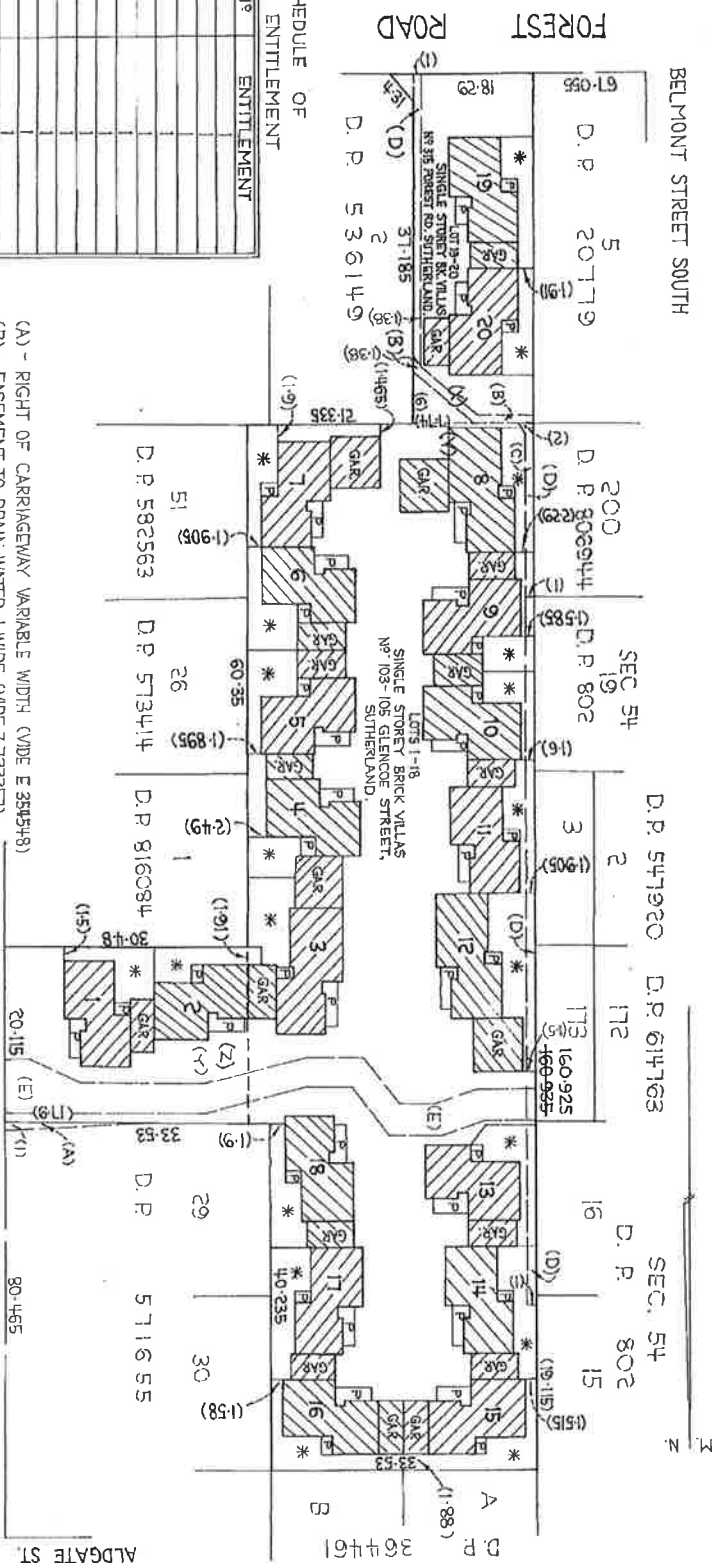
Lengths are in metres

Supervisor's Reference



Supervisor's Reference

21/1106/1



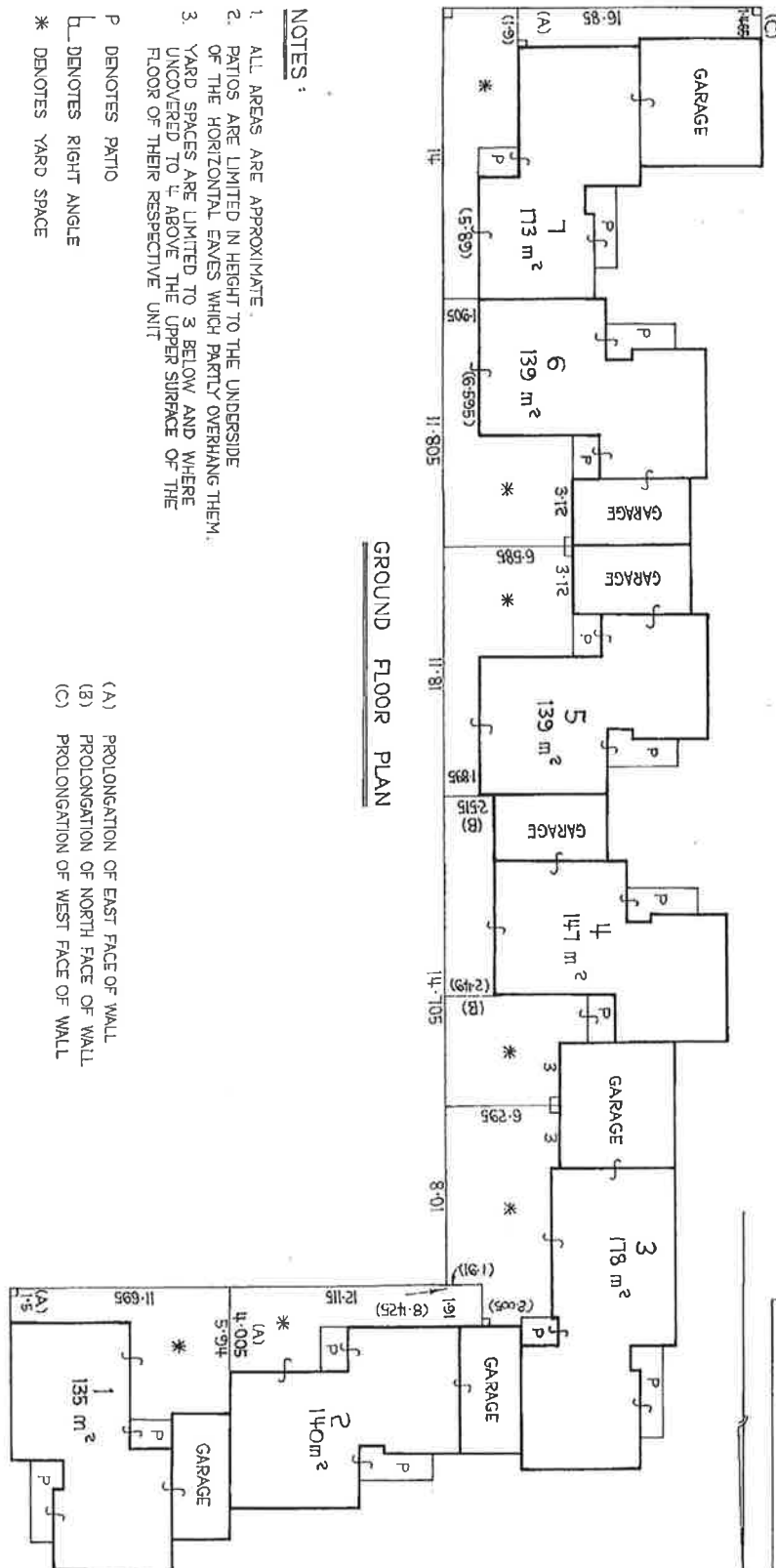
FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 6 Sheets

STRATA PLAN 42122

GROUND FLOOR PLAN



NOTES :

1. ALL AREAS ARE APPROXIMATE.
2. PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE HORIZONTAL EAVES WHICH PARTLY OVERHANG THEM.
3. YARD SPACES ARE LIMITED TO 3 BELOW AND WHERE UNCOVERED TO 4 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE UNIT.

P DENOTES PATIO

L DENOTES RIGHT ANGLE

* DENOTES YARD SPACE

- (A) PROLONGATION OF EAST FACE OF WALL
 (B) PROLONGATION OF NORTH FACE OF WALL
 (C) PROLONGATION OF WEST FACE OF WALL

Reduction Ratio 1: 200

Lengths are in metres

Supervisors REFERENCE. 91/1106/1

Signature: [Handwritten Signature]

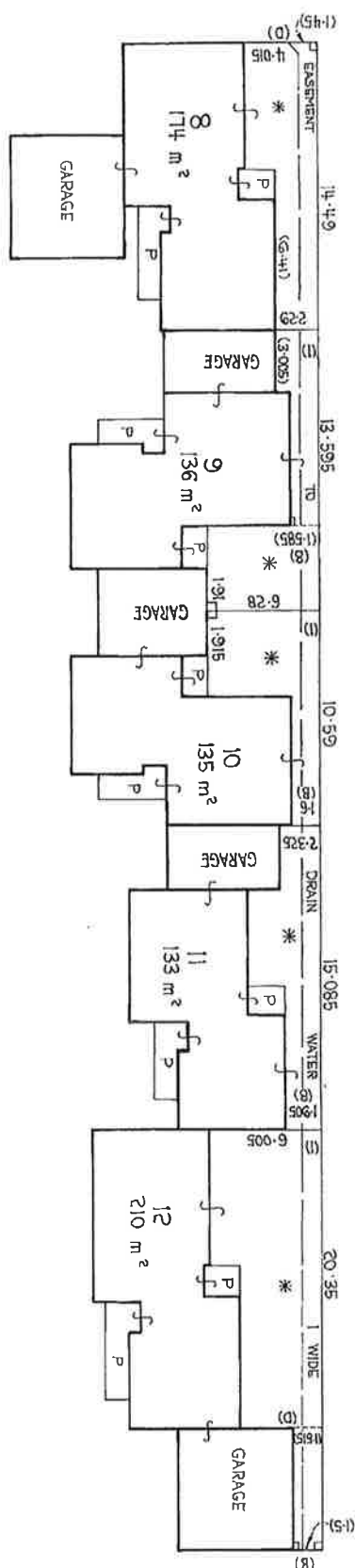


*OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 4 of Sheets 6

STRATA PLAN 42122



*OFFICE USE ONLY

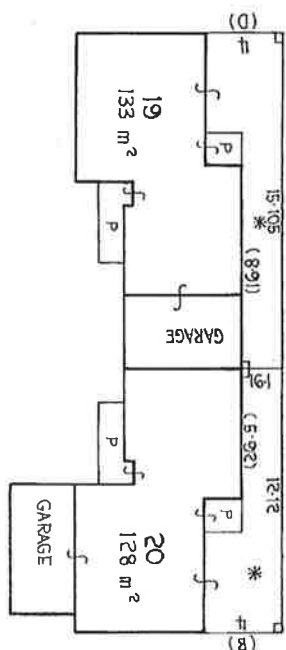
NOTES:

1. ALL AREAS ARE APPROXIMATE.
2. PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE HORIZONTAL EAVES WHICH PARTLY OVERLAP THEM.
3. YARD SPACES ARE LIMITED TO 3 BELOW AND WHERE UNCOVERED TO 4 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE UNIT.

P DENOTES PATIO

\perp DENOTES RIGHT ANGLE

* DENOTES YARD SPACE



(B) PROLONGATION OF NORTH FACE OF WALL
(D) PROLONGATION OF SOUTH FACE OF WALL

GROUND FLOOR PLAN

Reduction Ratio 1: 200


Lengths are in metres

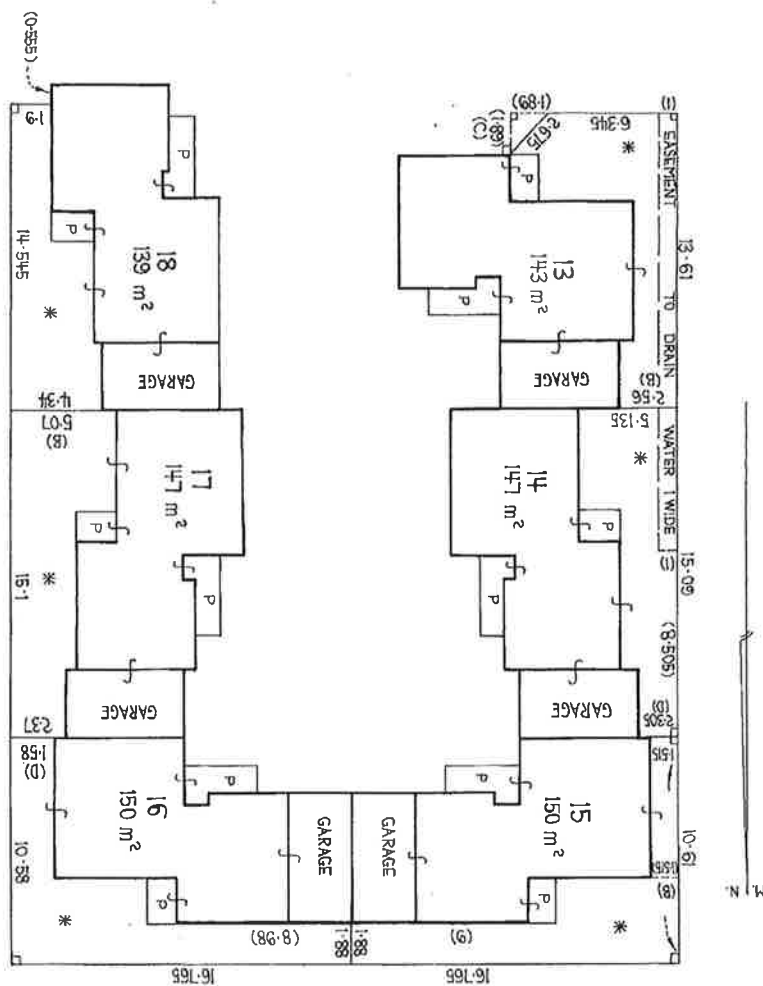
SURVEYOR'S REFERENCE 91/1106/1

91/1106/1

STRATA PLAN 42122

NOTES

1. ALL AREAS ARE APPROXIMATE PATIOS ARE LIMITED IN HEIGHT TO THE UNDERSIDE OF THE HORIZONTAL EAVES WHICH PARTLY OVERHANG THEM
3. YARD SPACES ARE LIMITED TO 3 BELOW AND WHERE UNCOVERED TO 4 ABOVE THE UPPER SURFACE OF THE FLOOR OF THEIR RESPECTIVE UNIT
- P DENOTES PATIO
-  DENOTES RIGHT ANGLE
- * DENOTES YARD SPACE
- (A) PROLONGATION OF EAST FACE OF WALL
- (B) PROLONGATION OF NORTH FACE OF WALL
- (C) PROLONGATION OF WEST FACE OF WALL
- (D) PROLONGATION OF SOUTH FACE OF WALL



GROUND FLOOR PLAN

Reduction Ratio 1: 200

Lengths are in metres

91 / 1106 / 1

Registered Surveyor

[Signature]
Council Clerk



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 7 (3), STRATA TITLES ACT, 1973 AND SECTION
88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 1 of 2 sheets)

PART 1

Strata Plan: **SP42122 (E)** Subdivision covered by Councils
Certificate No. *STA 70/92*

Full name and address of
proprietor of the land. WYM PTY.LTD.
64 Croydon Street,
Cronulla. N.S.W. 2230

1. Identity of Easement firstly
referred to in the abovementioned
Plan: Right of Carriageway 3.66 wide and
variable width.

SCHEDULE OF LOTS ETC. AFFECTED.

| | |
|-------------------------------------|-----------------------|
| <u>Land Burdened:</u> | <u>Lot Benefited:</u> |
| Common property herein . | Lot 173 D.P.614763 |

2. Identity of Easement secondly
referred to in the abovementioned
Plan:

Easement to Drain Water 1 wide.

SCHEDULE OF LOTS ETC. AFFECTED.

| | |
|---------------------------------|-----------------------------|
| <u>Lots Burdened:</u> | <u>Lots Benefited:</u> |
| 13 & 14 | Lots 15 & 16 Sec.54 D.P.802 |
| 11 & 12 | Lots 15 & 16 Sec.54 D.P.802 |
| | Lots 172 & 173 D.P.614763 |
| | Lots 2 & 3 D.P.547920 |
| 8, 9 & 10 & The Common Property | Lots 15 & 16 Sec.54 D.P.802 |
| | Lots 172 & 173 D.P.614763 |
| | Lots 2 & 3 D.P.547920 |
| | Lot 19 Sec.54 D.P.802 |

3. Identity of Positive Covenant
thirdly referred to in the
abovementioned Plan.

Positive Covenant.

SCHEDULE OF LOTS ETC. AFFECTED.

| | |
|-------------------------------------|-------------------------------------|
| <u>Lots Burdened:</u> | <u>Name of Authority Benefited:</u> |
| Common property herein . | Sutherland Shire Council. |

PART 2

1. Terms of Easement firstly referred to in the abovementioned Plan.

Full and free right for the body in whose favour this easement is created,
and every person authorised by it, to go, pass and repass at all times
and for normal residential use with or without animals or vehicles or
both over the land indicated herein as the servient tenement.

3. Terms of Positive Covenant thirdly referred to in the abovementioned Plan.

1. The Registered Proprietor shall permit the Council to connect a
stormwater drainage line from the boundary of Lot 173 in Deposited
Plan 614763 to the stormwater collection pit described as having
levels of "S.L 87.20 and I.L 86.75" on Hydraulic Design Plan prepared
by Cooper & Richards Surveyors file reference 91/1106/1 and incorporating
amendments up to 20th February, 1992.

Approved by the Council of the Shire of Sutherland.


Dep. Shire Clerk.

REGISTERED  14.9.1992



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND POSITIVE COVENANTS INTENDED TO
BE CREATED PURSUANT TO SECTION 7 (3), STRATA TITLES ACT, 1973 AND SECTION
88B, CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 2 of 2 sheets)

PART 2 CONTINUED.

Strata Plan: **SP42122**

Subdivision covered by Councils
Certificate No. *51A.70/92*

3. Terms of Positive Covenant thirdly referred to in the abovementioned Plan
continued.

2. The Registered Proprietor shall permit the flow of water from the said drainage line connection to the creek situated in Glencoe Street via the Registered Proprietor's stormwater drainage system outlined in the aforementioned Hydraulic Design Plan.
3. The Registered Proprietor shall raise no objection or claim any compensation arising from the rights conferred on Council under Clauses 1 and 2 of this covenant.

Name of Authority empowered to release, vary or modify Easements firstly,
secondly and thirdly referred to in the abovementioned Plan.

Sutherland Shire Council.

The Common Seal of WYM PTY.LTD.,
was hereto affixed by resolution of
the Directors in the presence of.



M. R. C.
Secretary.

W. B. R. M.
Director.

Approved by the Council of the Shire of Sutherland.

Dep. Shire Clerk.

*LODGED BY
CASSIAN GIBSON HOWLIN
SOLICITORS
CRONULLA. 17/2/92*

REGISTERED  *AB 14 9.1992*



A493285X

A493285

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

A 493285

sf **THE HOLT SUTHERLAND COMPANY LIMITED** (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of **Twenty five pounds**

sf Edith Mary Harvey wife of Henry Simpson, ^{Surveyor} ~~Harvey~~ of Sutherland/ to the Perpetual Trustee Company Limited the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company Limited testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said **Edith Mary Harvey** ----- All the estate and interest of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the **22nd May 1907**

sf Registered Vol. **776** fol. **27** and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number **A12750** from the Holt Sutherland Estate Company Limited to **Lydia Shelley** wife of **Frank Edward Shelley** And doth also transfer to the said **Edith Mary Harvey** -----

sf all the estate and interest of which it the said Holt Sutherland Company Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. **A12750** except and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company Limited and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall be discovered hereafter as lying under the surface of the said land hereby

SEE RECORD ON PAPER

appointed together with liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said Edith Mary

Harvey ----- may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. AL2750 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company Limited was hereunto affixed at Sydney this fourth day of September - 1919

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this fourth day of September 1919 and such Directors thereupon signed this Transfer in the presence of—

W. H. Jackson
E. H. Simpson
Director

W. H. Jackson
Secretary

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

SIGNED in my presence by the said
EDITH MARY HARVEY -----

Edith Mary Harvey

----- who is
personally known to me—

W. Campbell
Black & Munro Solicitors Sydney

PERPETUAL TRUSTEE COMPANY
33 to 39 HUNTER STREET, SYDNEY.

No. 160 10th Sept 1919

Received from M^{rs} Edith Mary Harvey
the sum of Twenty five pounds
being the purchase money for the fee simple
of all that piece of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-lease No. A 127150
from the HOLT SUTHERLAND ESTATE CO. LTD. to ~~the said~~
M^{rs} Lydia Shelley
and part of the land comprised in Memorandum of Lease
registered No. 50990.

£25-0-0 E. H. Clarke Accountant.
Alfred Cameron Cashier.

Tanner & Henderson Ltd., Sydney

Lease to A127150 to M^{rs} Mary Harvey
H

*11. 12 1/4 Per
 Lot 3 Sec 54 S87 80 2
 at Sutherland
 Shire at Sh Sutherland
 Reserving Minerals etc*

Lodged by...

MINTER, SIMPSON & Co.,
 SYDNEY.

THE HOLT SUTHERLAND COMPANY LIMITED

Transferror.

Edith Mary Harvey

Transferee.

A 493285

Particulars entered in the Register Book, Vol. 1776

Folio 240 on Lease 50790.

the *2nd* day of *October*, 19*19*,
 at *minutes* *3* o'clock
 in the *after* noon.

18 - OCT 1919
INDEXED
Official
Reliance
 Registrar General

| | DATE | INITIALS |
|------------------------|---------|----------|
| SENT TO SURVEY BRANCH | 24.9.19 | W |
| RECEIVED FROM RECORDS | " | W |
| DRAFT WRITTEN | do | W |
| DRAFT EXAMINED | 26.9.19 | W |
| DIAGRAM COMPLETE | 26.9.19 | W |
| DIAGRAM EXAMINED | 27.9.19 | W |
| DRAFT FORWARDED | 27.9.19 | W |
| RETD. TO RECORDS | | |
| RETURNED FROM RECORDS | | |
| CERTIFICATE ENDORSED | | |
| SUPPLY OF ENDORSERS | 7.10.19 | W |
| DEF. REGISTRAR GENERAL | | |

VOL. 2976 FOL. 238



New South Wales. D180175

E 13 | 43 N

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of *Two hundred and eighty eight pounds his shillings and pence* paid by *Robert Walker of Mascot Engineer and Olive Alma Walker his wife* to the Perpetual Trustee Company (Limited) the Australian trustees of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 (the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said *Robert Walker and Olive Alma Walker as joint tenants* All the estate and interest of the registered Proprietor in fee simple in the surface of all that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the *5th November 1920* Registered Vol. 3796 fol. 124 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Numbers *126566 and 126567* from the Holt Sutherland Estate Company Limited to *Charles Harvey Stapleton and Mary Bloxham* And doth also transfer to the said *Robert Walker and Olive Alma Walker as joint tenants* all the estate and interest of which it the said Holt Sutherland Company (1933) Limited in registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease Nos *126566 and 126567* excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustees for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

Now being part of land comprised in Cert of Title, Vol. 3364 fol. 123

959068

be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said *Robert Walker and Olive Alma Walker* may become the registered proprietors in fee simple of the surface lands comprised in the said Sub-lease No. *195566 and 195567* to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act. And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereto affixed at Sydney this *fifth* day of *December* 19*43*

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this *fifth* day of *December* 19*43* and such Directors thereupon signed this Transfer in the presence of—

In presence of
Secretary

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

SIGNED in my presence by the said *Robert*

Walker and Olive Alma Walker who are personally known to me—

John James

Robert Walker
Olive Alma Walker

PERPETUAL TRUSTEE COMPANY LTD.,

2, 4 and 6 SPRING STREET, SYDNEY.

No. 404

11th January 1943

Received from Robert Walker and Olive Alma Walker
the sum of Two hundred and twenty eight pounds two shillings
and six pence being the purchase money for the fee simple
of all that pieces of land situate in the Parish of Sutherland
and County of Cumberland, being the whole of the land com-
prised in Sub-leases Nos. B 255660, 255661 and B 433689
dated 29th March 1916, 29th March 1916 and 27th August 1926
from the HOLT SUTHERLAND ESTATE CO. LTD. to the said
Charles Henry Stapleton, Charles Henry Stapleton and
New Mand Mary Stokham respectively
and part of the land comprised in Memorandum of Lease
registered No. 50990.

5228-2-6

A. Lewis Accountant.
J. S. Cashier.

D180475

(and Transfer of Lease)
Memorandum of Transfer of

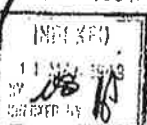
No. *Lots 4 to 10 inc. & lots 15 & 16*
Sec. 54 D.P. 802
(Glencoe & Belmont Sts.)
at Sutherland
Sh. Sutherland
(excepting & reserving mines of coal &c.)

Lodged by
MINTER, SIMPSON & CO.,
SYDNEY.

HOLT SUTHERLAND COMPANY (1933) LIMITED.

12 Robert Walker & Co. Transferror.
38 Olive Alma Walker } as joint tenants
Transferee

Particulars entered in the Register Book, Vol. 5364
Folio 123.



the *11th* day of *March* 19*43*
at *3* minutes *3* o'clock
in the *after* noon.

[Signature]
Registrar General.

| | DATE | INITIALS |
|-------------------------|---------|------------|
| SENT TO DISTRICT BRANCH | 22/11 | [initials] |
| REMOVED FROM RECORDS | 11/3 | [initials] |
| NOT REFILED | 12/3/43 | [initials] |
| NOT EXAMINED | 27/3/43 | [initials] |
| INDEX AM COMPLETE | 29/3/43 | [initials] |
| INDEX AM EXAMINED | 29/3/43 | [initials] |
| INDEX AM FORWARDED | 29/3/43 | [initials] |
| SUPPLY OF ENCLOSURES | 29/3/43 | [initials] |
| RELATIONS CLERK | 14/4/43 | [initials] |

5369 FOL 175



354548 1

TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG

\$ 48.50 Ldg
48.50 Plan fee

D

DESCRIPTION
OF LAND
Note (a)

TRANSFEROR
(registered
proprietor of
servient tenement)
Note (b)

Note (c)

TRANSFeree
(registered
proprietor of
dominant tenement)
Note (b)

PRIOR
ENCUMBRANCES
Note (d)

EXECUTION
Note (e)

\$10.00

Note (e)

TO BE COMPLETED
BY LODGING PARTY
Notes (f) and (g)

OFFICE USE ONLY

| | |
|---|---|
| Servient Tenement (Land burdened) Torrens Title Reference | Dominant Tenement (Land benefited) Torrens Title Reference |
| Folio Identifier 29/571655 | Folio Identifier 28/571655 |
| ROHAN GLENN HAYES & JULIE ANNE WHITE 132 Prices Circuit, Woronora | |
| (the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS a right of carriageway variable width as shown on the survey plan of Cooper & Richards dated 6th January, 1992 annexed marked 'A' out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree WYM PTY. LIMITED 64 Croydon Street, Cronulla | |
| subject to the following PRIOR ENCUMBRANCES: 1. 2. 3. | |
| DATE OF TRANSFER 20. 3. 92 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the transferor who is personally known to me [Signature] Name of Witness (BLOCK LETTERS) 304 [Signature] Address for occupation of Witness [Signature] Signed in my presence by the transferee who is personally known to me The Common Seal of WYM PTY. LIMITED was by the authority of its Board of Directors hereunto affixed in the presence of: Name of Witness (BLOCK LETTERS) [Signature] Address and occupation of Witness [Signature] | |

OFFICE USE ONLY

OVER



| | | | |
|--------------------------|-----------------------------------|---|-------|
| LODGED BY: SC McRannan | | LOCATION OF DOCUMENTS | |
| BR. Hayes | | CT | OTHER |
| Delivery Box Number 994w | | Here-with, In R.G.O. with Produced by | |
| Extra Fee | Checked by RF15 02.13 Am | REGISTERED | -19 |
| Registrar General | | | |

RP 13B

INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 85/14 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.
 - GENERALLY** (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
 - (ii) The certificate of conveyance under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.
 - (iii) The solicitor for the transferor may sign the certificate on behalf of the transferor, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 119 of the Real Property Act, 1900.
 - ATTORNEY** (iii) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book NO. and I declare that I have no notice of the revocation of the said power of attorney".
 - AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
 - CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, proba for probate, L/A for letters of administration.

OFFICE USE ONLY

| DIRECTION: PROP No. OF NAMES | | FIRST SCHEDULE DIRECTIONS | | | | |
|------------------------------------|---|---------------------------|-------------------|-----------------------|-----|--|
| (A) | FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) I | (E) | NAME AND DESCRIPTION |
| | | | | | | |
| SECOND SCHEDULE & OTHER DIRECTIONS | | | | | | |
| (F) | FOLIO IDENTIFIER (on RECD, DEALING & FOLIO IDENTIFIER) | (G) DIRECTION | (H) NOTFN TYPE | (I) DEALING NUMBER | (J) | DETAILS |
| | 29/571655 | ON | EA | | | Right of carriageway affecting the part of the land above described shown variable width in plan with E354548. |
| | 28/571655 | ON | EA | | | Right of carriageway appurtenant to the land above described affecting the part of lot 29 in DP571655 shown variable width in plan with E354548. |

A

B

E354548

D P 5 7 1 6 5 5

28

33.53

29

(A) - PROPOSED RIGHT OF
CARRIAGEWAY VARIABLE
WIDTH.

(17.9)

(A)

(1)

GLENCOE STREET SOUTH.

COOPER & RICHARDS
SURVEYORS AND CONSULTING
ENGINEERS.
P.O. BOX 508
SUTHERLAND NSW 2232
SURVEYORS REF. 91/1106/1

I. T. Baker
.....
SURVEYOR REGISTERED UNDER
THE SURVEYORS ACT, 1929.
6TH JANUARY, 1992.

LODGE WITH DEEDING

B. 27.3.1992

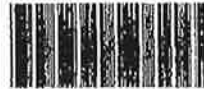
Kieran Hughes *Adite*

Baker

[illegible]

RP 13A

STAMP DUTY



2
716434 V

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

TG

\$

47

2 1/2

DESCRIPTION
OF LAND
Note (a)

| LAND being transferred | | |
|-------------------------|---|---------------|
| Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location |
| F/I 52/582563 | WHOLE | AT SUTHERLAND |

TENEMENTS
PANEL
Note (b)

This panel also to be
completed for
covenants by transferor

| Servient Tenement (Land burdened by easement) | | Dominant Tenement (Land benefited by easement) | |
|---|-------------------------|--|-------------------------|
| Torrens Title Reference | Torrens Title Reference | Torrens Title Reference | Torrens Title Reference |
| F/I 52/582563 | | F/I 200/806944 | |

TRANSFEROR
Note (c)

COUNCIL OF THE SHIRE OF SUTHERLAND

OFFICE USE ONLY

N

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 4,000.00 referred to hereafter
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (e)

KEITH GROCOTT of 169A Penshurst Street, Beverly Hills

OFFICE USE ONLY

OVER

PRIOR
ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES

Note (g)

AND the TRANSFEROR:-

Note (g)

(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto

Note (g)

(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER 2nd May 1991

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (h)

Signed in my presence by the Transferor who is personally known to me.
The COMMON SEAL of THE COUNCIL OF THE SHIRE
OF SUTHERLAND was hereunto affixed on the
19th day of April 1991 pursuant to
a resolution passed at its meeting held on
the 15th day of April
1990 in the presence of:

Signed in my presence by the Transferee who is personally known to me.

Note (h)

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

STRUCTURAL
ENGINEER

Shire President

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

| LODGED BY | | LOCATION OF DOCUMENTS | |
|---------------------------------|--------------------|-----------------------|----------------|
| CT | OTHER | Herewith, | In R.G.O. with |
| | | Produced by | |
| Delivery Box Number <u>323x</u> | | | |
| Extra Fee | Checked by | REGISTERED | -19 |
| | <u>24 JUL 1991</u> | Registrar General | |

OFFICE USE ONLY

OVER


HP 13A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/reserves an Easement to drain water 1 wide in terms contained in Part III of Schedule IVA of the Conveyancing Act 1919 in accordance with the plan annexed hereto and marked with the letter "A" and shown as "Site of Proposed Easement to Drain Water 1.0 Wide".

Notes (k) and (l)

The consideration of \$4,000.00 referred to herein is the same as and identical to the consideration referred to in Transfer between the same parties in respect of the land of the Transferor being the whole of Folio Identifier 1/536149.

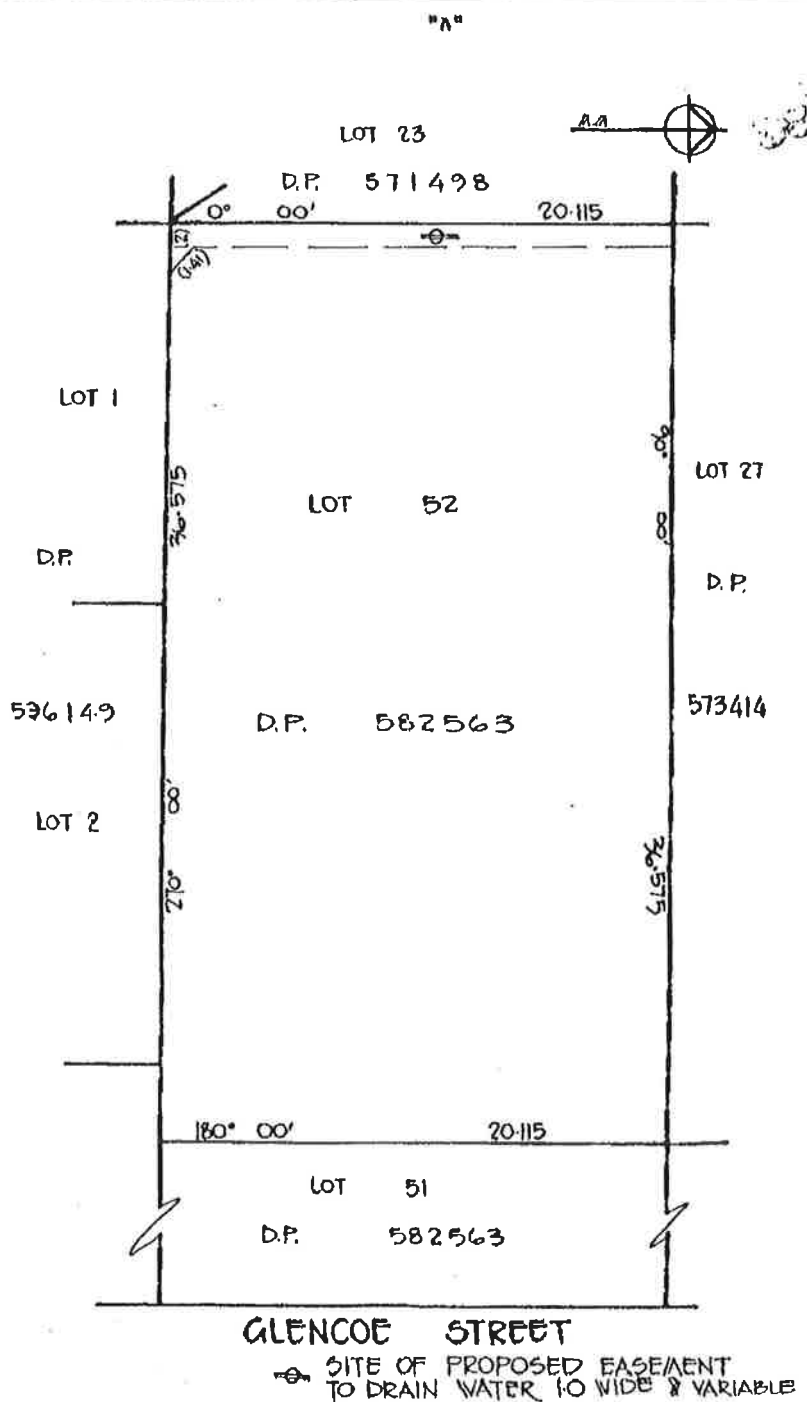

D.R. Lester


John Harrison

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
covenants prior on
front of form



This is the Plan Annexure "A" referred to in Transfer from the Council of the Shire of Sutherland ("Transferor") to Keith Grocott ("Transferee") dated 2nd May, 1991.

D.R. Porter
 Shire President

K. Grocott
 Transferee

[Signature]
 Shire Clerk

[Signature]
 Witness

LODGE WITH DRAWING 13/1/91

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with

(For continuation of SCHEDULE(S) and annexure(s) hereto)

RP 12A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodging at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgages, charges and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126.

(ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, &c. See also sections 337 and 337AA of the Real Property Act, 1919.

(iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Limmore Co. Rouss.

(b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the contents of the mortgage, charge or lease is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet.

(ii) The certificate of correction under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, or whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be transcribed or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(iii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "As by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. and declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., "In accordance with the Articles of Association of the corporation, each person attesting the signing of the seal must state his position (e.g., director, secretary) in the corporation."

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

| DIRECTION: PROP | | FIRST SCHEDULE DIRECTIONS | | | |
|---|---------------|---------------------------|-----------------------|-----|---|
| No. of NAMES | | | | | |
| (A) FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) 1 | (E) | NAME AND DESCRIPTION |
| | | | | | |
| SECOND SCHEDULE & OTHER DIRECTIONS | | | | | |
| (F) FOLIO IDENTIFIER FOR REGD. DEALINGS & FOLIO IDENTIFIER | (G) DIRECTION | (H) NOTY TYPE | (I) DEALING NUMBER | (J) | (K) DETAILS |
| 52/582563 | ON | EA | | | EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH Z 716434 |
| 200/806944 | ON | EA | | | EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH Z 716434 |
| 52/582563 | CT | | 323X | | |

RP 13A

STAMP DUTY



2
722257 G

TRANSFER
(INCLUDING EASEMENT/COVENANTS)

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

150
TG \$ 94 P/K 12 2/2

DESCRIPTION
OF LAND
Note (a)

| LAND being transferred | | |
|-------------------------|---|-----------------------------|
| Torrens Title Reference | If Part Only, Delete Whole and Give Details | Location |
| F/I 1/536149 | WHOLE | AT SUTHERLAND Sutherland |

TENEMENTS
PANEL
Note (b)

This panel also to be
completed for
covenants by transferor

| Servient Tenement (Land burdened by easement) | | Dominant Tenement (Land benefited by easement) | |
|---|-------------------------|--|-------------------------|
| Torrens Title Reference | Torrens Title Reference | Torrens Title Reference | Torrens Title Reference |
| F/I 1/536149 | | F/I 200/806944 | \$50 |

TRANSFEROR
Note (c)

| | |
|------------------------------------|----------------------|
| COUNCIL OF THE SHIRE OF SUTHERLAND | OFFICE USE ONLY N |
|------------------------------------|----------------------|

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 4,000.00 referred to hereafter
and transfers an estate in fee simple in the land being transferred above described to the TRANSFEREE

TRANSFEREE
Note (e)

| | |
|---|--|
| KEITH GROCOTT of 169A Penshurst Street, Beverly Hills | OFFICE USE ONLY 28032174 2002684 01 OVER |
|---|--|

TENANCY
Note (a)

PRIOR
ENCUMBRANCES
Note (f)

Note (g)

Note (g)

subject to the following PRIOR ENCUMBRANCES 1. 2. 3.
AND the TRANSFEROR:-
(i) GRANTS/RESERVES an easement as set out in SCHEDULE ONE hereto
(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto
AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

EXECUTION
Note (h)

DATE OF TRANSFER 2nd May 1991
We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900

Signed in my presence by the Transferor who is personally known to me.
THE COMMON SEAL OF THE COUNCIL OF THE SHIRE
OF SUTHERLAND was hereunto affixed on the
19th day of April 1991 pursuant to
a resolution passed at its meeting held on
the 10th day of March 1990 in the presence of:
Shire Clerk

Note (h)

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

JOHN HARRISON

Name of Witness (BLOCK LETTERS)

554 GIVE PL. WARRIOR - ENGINEER

Address and occupation of Witness

D.R. Lester
Shire President

Signature of Transferor

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

| | | | |
|--|------------------------|---|------|
| LODGED BY J. F. GALE & LENEHAN PHONE: 264 2828 Delivery Box Number 323X | | LOCATION OF DOCUMENTS CT OTHER 2 Herewith In R.G.O. with Produced by | |
| Extra Fee | Checked by 534 2 | REGISTERED 24 JUL 1991 Registrar General | OVER |

OFFICE USE ONLY

594

RP 12A

SCHEDULE ONE HEREINBEFORE REFERRED TO

The Transferor hereby grants/~~conveys~~ an Easement to drain water 1 wide in terms contained in Part III of Schedule IVA of the Conveyancing Act 1919 in accordance with the plan annexed hereto and marked with the letter "A" and shown as "Site of Proposed Easement to Drain Water 1.0 Wide".

Notes (k) and (l)

The consideration of \$4,000.00 referred to herein is the same and identical to the consideration referred to in Transfer between the same parties in respect of the land of the Transferor being the whole of Folio Identifier 52/582563.

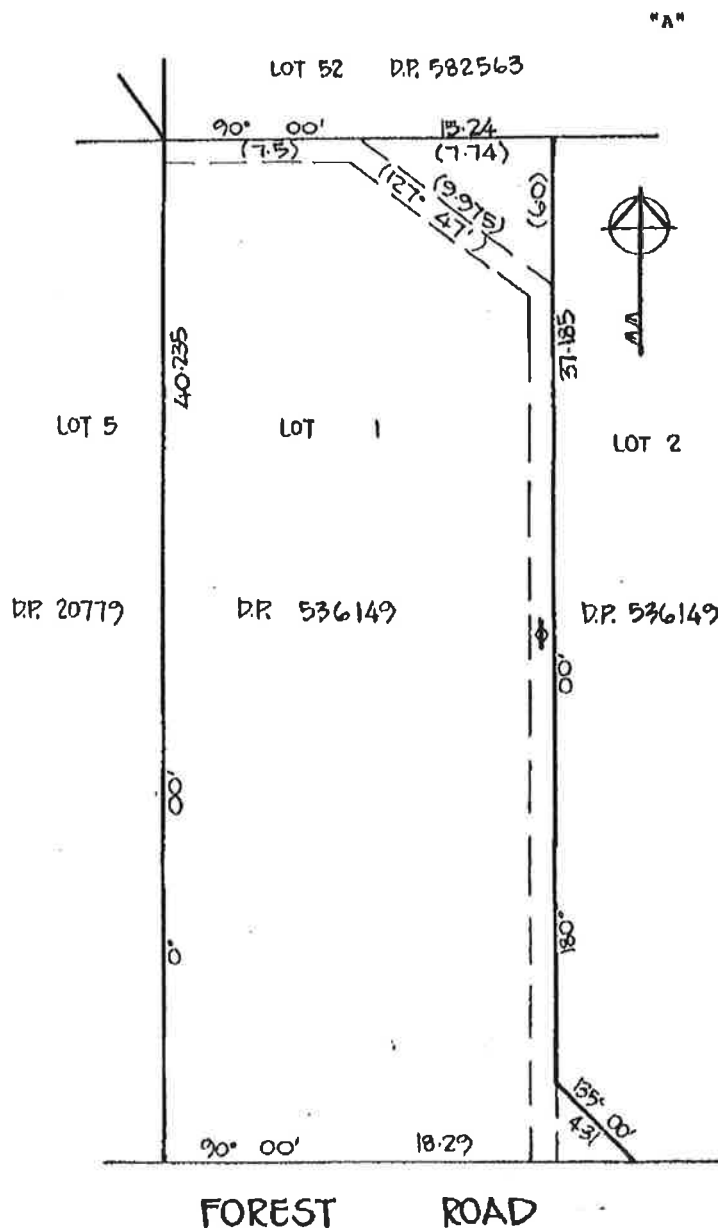

D. R. Carter


John Harrison

SCHEDULE TWO HEREINBEFORE REFERRED TO

The Transferor hereby covenants with

Notes (m) and (l)
Also complete
enclosure panel on
front of form



⌘ SITE OF PROPOSED EASEMENT
 TO DRAIN WATER 10 WIDE

This is the Plan Annexure "A" referred to in Transfer from the Council
 of the Shire of Sutherland ("Transferor") to Keith Grocott ("Transferee")
 dated 27 May, 1991.

D. R. Bester
 Shire President

Keith Grocott
 Transferee

[Signature]
 Shire Clerk

[Signature]
 Witness

LODGE WITH DEALING
 27/5/91

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (n) and (l) The Transferee hereby covenants with

RP 13A

INSTRUCTIONS FOR COMPLETION

This form is only to be used for the transfer of land together with the granting or reservation of easements and/or the creation of restrictive covenants. For other transfers use forms RP 13, RP 13B, RP 13C, as appropriate.

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to any grant or reservation of easement; otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

The signatures of the parties and the attesting witnesses should appear below the last provision in the last completed schedule.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

(i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being transferred, e.g., 135/SP12345 or Vol. 8514 Fol. 126. **00 PART/WHOLE.**—If part only of the land in the Folio of the Register is being transferred, delete the word "WHOLE" and insert the lot and plan number, portion, etc. See also sections 327 and 327AA of the Local Government Act, 1916.

(ii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Roux.

(b) **Tenement panel.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for both the servient and dominant tenements of the easements, e.g., 135/SP12345 or Vol. 8514 Fol. 126, &c. This panel is also to be completed for covenants by the transferor.

(c) Show the full name, address and occupation or description.

(d) If the estate being transferred is a lesser estate than an estate in fee simple, delete "fee simple" and insert appropriate estate.

(e) Delete if only one transferee. If more than one transferee, delete either "joint tenants" or "tenants in common", and, if the transferees hold as tenants in common, state the shares in which they hold.

(f) In the memorandum of prior encumbrances, state only the registered number of any mortgage, charge or lease (except where the consent of the mortgagee, chargee or lessee is furnished) and of any writ recorded in the Register.

(g) Delete whichever words are inappropriate.

(h) Execution.

GENERALLY

(i) Should there be insufficient space for execution of this dealing, use an annexure sheet. The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known. The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm), to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY

(ii) If the transfer is executed by an attorney for the transferor/transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "As by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered-book No. and declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY

(iv) If the transfer is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

CORPORATION

(v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., Director, secretary) in the corporation.

(i) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(j) The lodging party is to complete the **LOCATION OF DOCUMENTS** panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title, List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, probate, L/A for letters of administration, &c.

(k) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919) and accurately describe the site of the easement. The grant or reservation of easement (other than an easement in gross) must comply with section 88 of the Conveyancing Act, 1919. If not applicable, rule through this space.

(l) Annexures should be of the same size and quality of paper and have the same margins as the transfer form. Each such annexure must be identified as an annexure and signed by the parties and the attesting witnesses. Any plan annexed should comply with regulation 37 of the Real Property Act regulations, 1970.

(m) This space is provided for any restrictive covenant by the transferor (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

(n) This space is provided for any restrictive covenant by the transferee (which must comply with section 88 of the Conveyancing Act, 1919). If not applicable, rule through this space.

OFFICE USE ONLY

| DIRECTION: PROP | | FIRST SCHEDULE DIRECTIONS | | | |
|----------------------|---------|---------------------------|---------|----------------------|--|
| No. OF NAMES: | | | | | |
| (A) FOLIO IDENTIFIER | (B) No. | (C) SHARE | (D) (E) | NAME AND DESCRIPTION | |
| 1/536149 | | ON | EA | | EASEMENT TO DRAIN WATER 1 WIDE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN PLAN WITH 2722257 |
| 200/806944 | | ON | EA | | EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH 2722257 |
| 200/806944 | | CT | | NOT | |
| 1/536149 | | CT | | 323X | |

INSTRUCTION ON USE

Note 11

This doubling should be marked by the Stamp Duties Division, Department of Finance before lodgment by hand at the Land Titles Office.

Typewriting and handwriting should be clear, legible and in permanent dense black or dark blue non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing in the left hand margin.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

The following instructions relate to the side notes on the form.

(a) Description of land:

(4) **WHOLE/ANY WHOLE** -- If part only of the land in the fee of the Registrar is affected by the restriction, delete the word "Whole" and insert the lot and plan number, portion, &c.

(b) Insert the full name and address of the Proscribed Authority.

(g) Insert full name and postal address of the registered proprietor.

(d) If the land is subject to a registered lease, mortgage, charge, etc., insert the full name and postal address of the lessee, mortgagee, chargee etc. If the land is NOT subject to a lease, mortgage, charge, etc., rule through this space.

(e) Execution:

GENERALLY (1) Should there be insufficient space for execution of this posting, use an arrow to shoot.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by an authorized officer of the Prescribed Authority and by the registered proprietor and, if appropriate, by the mortgagee, lessee or chargee each of whom should execute the deed in the presence of or such witness to whom he/she is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 147 of the Real Property Act, 1900.

ATTORNEY (iii) If the dealing is executed by an attorney for the registered proprietor or mortgagee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority e.g., "AD by his/her attorney [or receiver or delegate as the case may be] pursuant to power of attorney registered book No. _____".

AUTHORITY (iv) If the dealing is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the dealing has been executed.

CORPORATION (v) If the casting is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g. in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state their position (e.g., director, secretary) in the corporation.

(f) Insert reference to the mortgage, lease, charge, etc., e.g., mortgage No. A16111.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

(i) Insert the full particulars of the Restriction on Use. Should there be insufficient space, use an annexure.

OFFICE USE ONLY

SECOND SCHEDULE & OTHER DIRECTIONS

[illegible]

This is the Annexure "A" referred to in Restriction or the Use of Land dated
28.7.92 between WYM Proprietary Limited and Council of the
Shire of Sutherland.

1. The Registered Proprietor shall when requested by Council of the Shire of Sutherland in writing, grant a Right of Carriageway to benefit Lot 173 in Deposited Plan 614763 and Lot 3 in Deposited Plan 547920. The Right of Carriageway shall have a minimum width of 3.66 metres and shall not exceed 8 metres at any point, and will commence at the boundary of Lot 28 in Deposited Plan 571655 with Glencoe Street and terminate at the common boundary of Lot 173 in Deposited Plan 614763 with Lot 31 in Deposited Plan 571655. The Council agrees that the Right of Carriageway shall be created only for normal residential use. The Registered Proprietor further covenants that the actual location on the land over which the Right of Carriageway shall be granted will be that approved by the Council pursuant to its powers as a consent authority for development consent under the Environment Planning and Assessment Act, 1979.
2. The Registered Proprietor also covenants with the Council of the Shire of Sutherland that it shall when requested in writing by the Council, grant an easement to drain water to benefit properties 62-64, 66A, 68A, 70 and 72 Belmont Street, Sutherland, in accordance with Condition 9 of Development Consent 618/91 issued by the Council.
3. The Registered Proprietor covenants that it will not claim compensation in respect of rights granted in clauses 1 and 2 of this Restriction, and shall execute all documents and produce of Certificates of Titles necessary for the registration of this Restriction.

Shire President

General Manager/Shire Clerk

Secretary

Director

Registered Proprietor



RESTRICTXX

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 20
Real Property Act 1900




AN135349Y

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|--------------------------|--|---|---|
| (A) TORRENS TITLE | For the common property CP / SP 42122 | | |
| | (B) LODGED BY | Document Collection Box 1095D | Name, Address or DX, Telephone, and Customer Account Number if any Hind & Associates DX 1313 SYDNEY <i>123790C</i> Reference: _____ |

- (C) The Owners-Strata Plan No. 42122 certify that a special resolution was passed on 15/2/2018
- (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. 1-19; Special By-Law 1-10
Added by-law No. 1-21
Amended by-law No. NOT APPLICABLE
as fully set out below:
As per Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 42122 was affixed on 15/2/2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: 

Name: Drew Spence

Authority: Strata Managing Agent

Signature:

Name:

Authority:



INDEX TO CONSOLIDATED BY-LAWS

1. Repealed By-Laws 1-19 – Schedule 2 By-Laws for Pre 1996 Strata
Schemes Management Act Regulation 2015 & Special By-Laws 1-10

Added By-Laws 1-21 – Schedule 3 By-Laws Strata Schemes Management
Act 2015 (Unregistered Dealing)

ANNEXURE "A" TO CONSOLIDATION / CHANGE OF BY-LAWS

**CONSOLIDATION BY-LAWS FOR
STRATA PLAN NO. 42122**

The seal of The Owners – Strata Plan 42122 was affixed on 15 February 2018 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:



Name(s):

DREW SPENCE

Authority:

STRATA MANAGER



Schedule 3 Model by-laws for residential strata schemes

1 Vehicles

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

2 Changes to Common Property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of anything that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to Lawns and Plants on Common Property

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

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

4 Obstruction of Common Property

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

5 Keeping of Animals (Option B)

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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

6 Noise

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

7 Behavior of Owners, Occupiers and Invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children Playing on Common Property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration (Option A)

- (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.

10 Preservation of Fire Safety

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

11 Storage of Inflammable Liquids and other Substances and Materials

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

12 Appearance of Lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning Windows and Doors

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

14 Hanging out of Washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of Waste—Bins for Individual Lots

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

- (9) In this by-law:
bin includes any receptacle for waste.
waste includes garbage and recyclable material.

16 Change in Use or Occupation of Lot to be Notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
 - (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

17 Compliance with Planning and other Requirements

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

18 Maintenance of Common Property

(The Owners Corporation pursuant to Section 106 (3) of the Strata Schemes Management Act 2015 determines that repair, maintenance and/or replacement of following items are not common property; and would be the responsibility of the individual owner:

1. **Locks** – this includes lot/unit mail boxes, windows, external doors and garage doors
2. **Garage Door Motor** - An Owner may install an automatic garage door opener and motor unit subject to :
 - a) the prior approval of the Owners Corporation
 - b) Compliance with all noise by-laws and local government conditions,
 - c) Installation and maintenance to be at the sole cost of the owner and successors in title.
3. **Fly Screens** – this includes fly screens on windows and fly screen doors.

19 Courtyard Development

That the owner or occupier for the time being of each lot ("the owner or occupier") shall have the right to develop the courtyard area of the lot, whether by way of placement or attachment of shade or pergola (whether solid or open) structures, barbecues, spas, or play equipment, all and only for the purpose of private recreation and enjoyment.

The owner or occupier must: -

- a) Ensure that any construction or placement does not either interfere with use and enjoyment of any other lots, or their owners or occupiers, or the Owners Corporation.
- b) Take all steps, without cost to the Owners Corporation, to prevent the ingress of termites or other vermin to the Common Property.
- c) Maintain and repair the items so placed or attached and any machinery that services them, all without cost to the Owners Corporation.
- d) Comply with all the requirements of all relevant authorities in relation to use of the courtyard area and the items so placed or attached.
- e) Obtain the approval of the Executive Committee for the placement of spas or the placement or construction of shade structures or pergolas attached to the common

property, or any other structure which when placed or built taller than 2.4 metres above the courtyard slab.

20 Settlement Cracks

1. Pursuant to section 106(3) of the Act, the owners corporation has resolved that it is inappropriate to maintain, renew, repair or replace any part of the common property walls or ceilings, including any decorative or finishing materials affixed to those surfaces, within any lot space in the strata scheme provided that;
 - (a) any damage or defect is limited to settlement or shrinkage cracks that do not effect the structural integrity of the building;
 - (b) damage has not been caused by an insurable event;
 - (c) damage has no material effect upon the utility of a lot.
2. Any dispute arising from a determination made by the owners corporation pursuant to subclause 1(a) must be referred to a qualified structural engineer as to whether the subject damage compromises the structural integrity of the building or otherwise.
3. Any professional costs arising from the appointment of a qualified structural engineer or other professional pursuant to clause 2 shall be borne by;
 - (a) the owners corporation where a structural defect is evidenced;
 - (b) by the owner of the lot with whom the dispute has arisen where no defect is evidenced.

21 Minor Renovations

1. Introduction

This by-law sets out the rules you must follow if you intend to carry out renovations to a common area in the building in connection with your apartment, or to your apartment, including minor renovations and major renovations.

2. Definitions & Interpretation

2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "annexure" means the annexure to this by-law,
- (d) "building" means the building in the strata scheme in which your apartment is located,
- (e) "common area" means the common property in the strata scheme,
- (f) "cosmetic work" means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (g) "major renovations" means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,
- (h) "minor renovations" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,
 - (ii) renovating a bathroom in a manner that does not involve waterproofing,
 - (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,

- (iv) changing recessed light fittings,
- (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (vi) installing or replacing wood or other hard floors,
- (vii) installing or replacing wiring or cabling or power or access points,
- (viii) installing or replacing pipes and ducts,
- (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
- (x) installing a rainwater tank,
- (xi) installing a clothesline,
- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) installing a skylight, whirlybird, ventilation or exhaust fan or solar panels in or on a roof above your lot
- (xvii) installing or replacing a hot water system and relate wiring and piping,

but cannot include cosmetic work or major renovations or work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

- (i) "renovations" means minor renovations or major renovations,
- (j) "strata scheme" means the strata scheme to which this by-law applies, and
- (k) "you" means an owner of an lot and includes your successors in title.

2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) any provision of this by-law that is or becomes invalid, unenforceable or void in any respect is to be ignored, read down or severed so far as is possible so as to uphold the legality, validity and enforceability of the remaining provisions of this by-law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

3. Renovations Approval Process

3.1 Renovations Require Approval

You must not carry out, or permit anyone else to carry out, renovations without the prior written approval of the owners corporation.

3.2 The Approval Process

3.2.1 If you wish to carry out renovations you must make an application to the owners corporation in order to seek its approval of the renovations.

3.2.2 The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

3.2.3 Your application must contain:

- (a) your name, address and telephone number,
- (b) your apartment and lot number,

- (c) details of the renovations,
- (d) drawings, plans and specifications for the renovations,
- (e) an estimate of the duration and times of the renovations,
- (f) details of the persons carrying out the renovations including the name, licence number, qualifications and telephone number of those persons,
- (g) details of arrangements to manage any resulting rubbish or debris arising from the renovations.

3.2.4 Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the renovations are major renovations and will involve alterations or additions to a common area.

3.2.5 The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.

3.2.6 The owners corporation may engage a consultant to assist it review your application.

3.2.7 The owners corporation may:

- (a) approve your application either with or without conditions, or
- (b) withhold approval of your application (but it must not act unreasonably when doing so).

3.2.8 If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).

3.2.9 You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

4. Conditions for Renovations

4.1 Before the Renovations

4.1.1 Before commencing the renovations, you must:

- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the renovations and the estimated end date of the renovations,
- (b) **Local Council Approval**
(in the case of major renovations) if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,
- (c) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy, and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the renovations (if required by law),
- (d) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
- (e) **Acoustic Consultant's Report**
if the renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom) by, for example,

installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,

- (f) Dilapidation Report
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
- (g) Bond
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,
- (h) Costs
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for renovations including any consultant's costs.

4.1.2 If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the renovations and if you have already begun the renovations you must immediately stop them.

4.2 During the Renovations

During the renovations you must:

- (a) Standard of Workmanship
ensure the renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) Quality of Renovations
make certain the renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) Time for Completion of Renovations
make sure the renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- (d) Times for Renovations
ensure that the renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 1.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) Times for Operation of Noisy Equipment
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on weekdays and that at least 72 hours notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) Appearance of Renovations
ensure the renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) Supervision of Renovations
ensure that the renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,
- (h) Noise During Renovations
ensure the renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (i) Transportation of Construction Equipment
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (j) Debris
ensure that any debris and rubbish associated with or generated by the renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,

- (k) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (l) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (m) **Building Integrity**
keep all areas of the building affected by the renovations structurally sound during the renovations and make sure that any holes or penetrations made during the renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- (n) **Daily Cleaning**
clean any part of the common areas affected by the renovations on a daily basis and keep all of those common areas clean, neat and tidy during the renovations,
- (o) **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (p) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the renovations on reasonable notice,
- (q) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including any driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) **Security**
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the renovations,
- (s) **Variation to renovations**
not vary the renovations without obtaining the prior written approval of the owners corporation,
- (t) **Costs of renovations**
pay all costs associated with the renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the renovations.

4.3 After the Renovations

After the renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the renovations on reasonable notice,
- (c) **Obtain Planning Certificates**
if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the renovations and the occupation of your apartment (such as an occupation certificate) and give copies of them to the owners corporation,
- (d) **Restore the Common Areas**
restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the renovations,
- (e) **Engineer's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,
- (f) **Expert's Report**

if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

- (g) **Acoustic Consultant's Report**
if the renovations involved changes to the floor coverings of your apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of any new floor coverings.

4.4 Enduring Obligations

You must:

- (a) **Maintenance of Apartment Renovations**
properly maintain the renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those renovations,
- (b) **Maintenance of Minor Renovations**
properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
- (c) **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the renovations in a competent and proper manner,
- (d) **Prevent Excessive Noise**
ensure that any equipment forming part of the renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (e) **Flooring**
if the renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a kitchen, laundry, lavatory or bathroom),
- (f) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the renovations or the altered state or use of any of the common areas arising from the renovations or your breach of this by-law,
- (g) **Insurance**
if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the renovations or repair any damage to the building caused by the renovations,

Comply with the Law

comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the renovations and the requirements of the local council concerning the renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

5. Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the renovations, or
- (b) cleaning any part of the common area as a result of the renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the renovations have been completed and the owners

corporation is reasonably satisfied that you have complied with the conditions of this by-law.

6. Breach of this By-Law

- 6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:
- (a) rectify the breach,
 - (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
 - (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.
- 6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

7. Common Property Rights By-Law

- 7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.
- 7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 3.2.8.

8. Strata Committee Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

9. Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

10. Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

The seal of The Owners — Strata Plan 42122 was affixed on 15 February 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(s):

Name(s):

Authority:

DREW SPENCE
STRATA MANAGER



Approved Form 10

Certificate re Initial Period

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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No 42122 was affixed on [^] 15-FEB-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: DREW SPENCE Authority: STRATA MANAGER

Signature: Name: Authority:

[^] Insert appropriate date

* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



**Applicant:**

Mwlegals
Dx 21127 Cronulla
NSW

**Planning Certificate – Section 10.7 (2) Certificate
Environmental Planning and Assessment Act, 1979**

| | | | |
|-------------------|-------------|------------------|---------------|
| Certificate no: | ePC:18/0850 | Delivery option: | |
| Certificate date: | 20/06/2018 | Your reference: | S4570:8989:SC |

Property:

Lot 18 S/P 42122
18/103-105 Glencoe Street SUTHERLAND NSW 2232

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R2 Low Density Residential

Notes:

- (a) *The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.*
- (b) *The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.*

Disclaimer:

- (a) *This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument that applies to the carrying out of development on the land:

Sutherland Shire Local Environmental Plan 2015

- * Sydney Regional Environmental Plan No.09 (Extractive Industry (No.2) 1995) (deemed SEPP).
- * SEPP (Building Sustainability Index: Basix) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Affordable Rental Housing) 2009
- * SEPP No. 19 – Bushland in Urban Areas
- * SEPP No. 21 – Caravan Parks
- * SEPP No. 30 – Intensive Agriculture
- * SEPP No. 33 – Hazardous and Offensive Development
- * SEPP No. 50 – Canal Estates
- * SEPP No. 55 – Remediation of Land
- * SEPP No. 62 – Sustainable Aquaculture
- * SEPP No. 64 – Advertising and Signage
- * SEPP No. 65 – Design Quality of Residential Flat Development.
- * State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
- * SEPP (Housing for Seniors or People with a Disability) 2004:
(Does not apply to land to which State Environmental Planning Policy (Kurnell Peninsula) 1989 applies)
- * State Environmental Planning Policy (Integration and Repeals) 2016
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- * State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- * SEPP (Infrastructure) 2007
- * State Environmental Planning Policy (State and Regional Development) 2011
- * SEPP (State Significant Precincts) 2005
- * State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- * State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

2. The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft SSLEP2015 Amendment (Minimum lot size) applies to the land. The amendment proposes to apply a minimum lot size of 600sqm for the construction of a dual occupancy and 1200sqm for the construction of multi dwelling housing.

The following Draft State Environmental Planning Policies apply: Amendments to SEPP (Infrastructure) 2007, SEPP (Mining, Petroleum Production and Extractive Industries) 2007, SEPP (State and Regional Development) 2011, SEPP (Housing for Seniors or People with a Disability) 2004, SEPP (State Significant Precincts) 2005, SEPP (Exempt and Complying Development Codes) 2008, SEPP (Affordable Rental Housing) 2009, and new draft policies - SEPP Environment, SEPP Remediation of Land and SEPP Primary Production and Rural Development.

3. The name of each development control plan that applies to the carrying out of development on the land:

Sutherland Shire Development Control Plan 2015

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) in any zone (however described).

- (a) The name and number of the zone:

Sutherland Shire Local Environmental Plan 2015
Zone R2 Low Density Residential

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Places of public worship; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing

(d) Prohibited:

Any development not specified in item (b) or (c)

(e) Minimum land dimensions fixed for the erection of a dwelling-house on the land:

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

(f) Does the land include or comprise critical habitat?

No

(g) Is the land in a conservation area?

No

(h) Is an item of environmental heritage situated on the land?

There is no item of environmental heritage situated on the property.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
 - (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
 - (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,
- the particulars referred to in clause 2 (a)-(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Note: Sutherland Shire Council does not currently have any land in the Growth Centres that has been zoned by a Precinct Plan in the Appendices to this SEPP, proposed to be zoned in a draft Precinct Plan (that has been publicly exhibited or formally consulted on) or has been zoned under Part 3 of the Growth Centres SEPP.

3. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Housing Code

Complying development may be carried out on the land under the General Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

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

Commercial and Industrial Alterations Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

(Note: this code applies only to land within, or proposed to be within, the following zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development may be carried out on the land under the Container Recycling Facilities Code.

Subdivisions Code

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

Rural Housing Code

Complying development may be carried out on the land under the Rural Housing Code.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

General Development Code

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

Demolition Code

Complying development may be carried out on the land under the Demolition Code.

Fire Safety Code

Complying development may be carried out on the land under the Fire

Safety Code.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

There are no properties subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services.

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Is the land proclaimed to be mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act, 1961*?

No

6. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

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

- (a) Is the land affected by a policy adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulfate or any other risk?

No

- (b) Is the land affected by a policy adopted by any other public authority that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk?

No

7A. Flood related development controls information

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act?

No

9. Contribution Plans

Council has adopted the following Contribution Plans that apply to the land:

- * The 2016 Section 94A Development Contributions Plan applies to this property (Effective 01/01/17).

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

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

No

10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been

notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No

11. Bush fire prone land

Is the land bush fire prone?

No

12. Property Vegetation Plans

Has Council been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land?

No

13. Orders Under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if Council has been notified of the order).

No.

14. Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act that does not have effect?

No

15. Site compatibility certificates and conditions for seniors housing

Is there a current site compatibility certificate (seniors housing) under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, of which the council is aware, in respect of proposed development on the land? If there is a certificate, the period for which the certificate is current. Are there any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. Site compatibility certificates for infrastructure

Is there a valid site compatibility certificate (of which the council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

No

17. Site compatibility certificates and conditions for affordable rental housing

Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land? If so this statement sets out the period for which the certificate is current and any conditions pursuant to cl17(1) of SEPP (Affordable Rental Housing) 2009.

No

18. Paper subdivision information

Is the land subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot? If so, this statement sets out the date of any subdivision order that applies to the land.

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

No

19. Site verification certificates

Is there a current site verification certificate, of which the council is aware, in respect of the land?

If so, this statement includes:

- (a) the matter certified by the certificate, and
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

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

No

20. Loose-fill asbestos insulation

Is the land to which the certificate relates identified on the Loose-Fill Asbestos Insulation Register maintained by the Secretary of NSW Fair Trading?

No

21. Affected building notices and building product rectification orders

Are there any affected building notices of which the council is aware that is in force in respect of the land.

No

If so, this statement includes:

- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
- (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

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

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

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

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Any Other Prescribed Matter

Note: Section 26 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorisation under section 24 of that Act if the Council is provided with a copy of the exemption or authorisation by the Co-ordinator General under the Act.
No

Additional Information

Council holds additional information relating to this property for provision in accordance with Section 10.7(5) of the Environmental

Planning and Assessment Act, 1979.

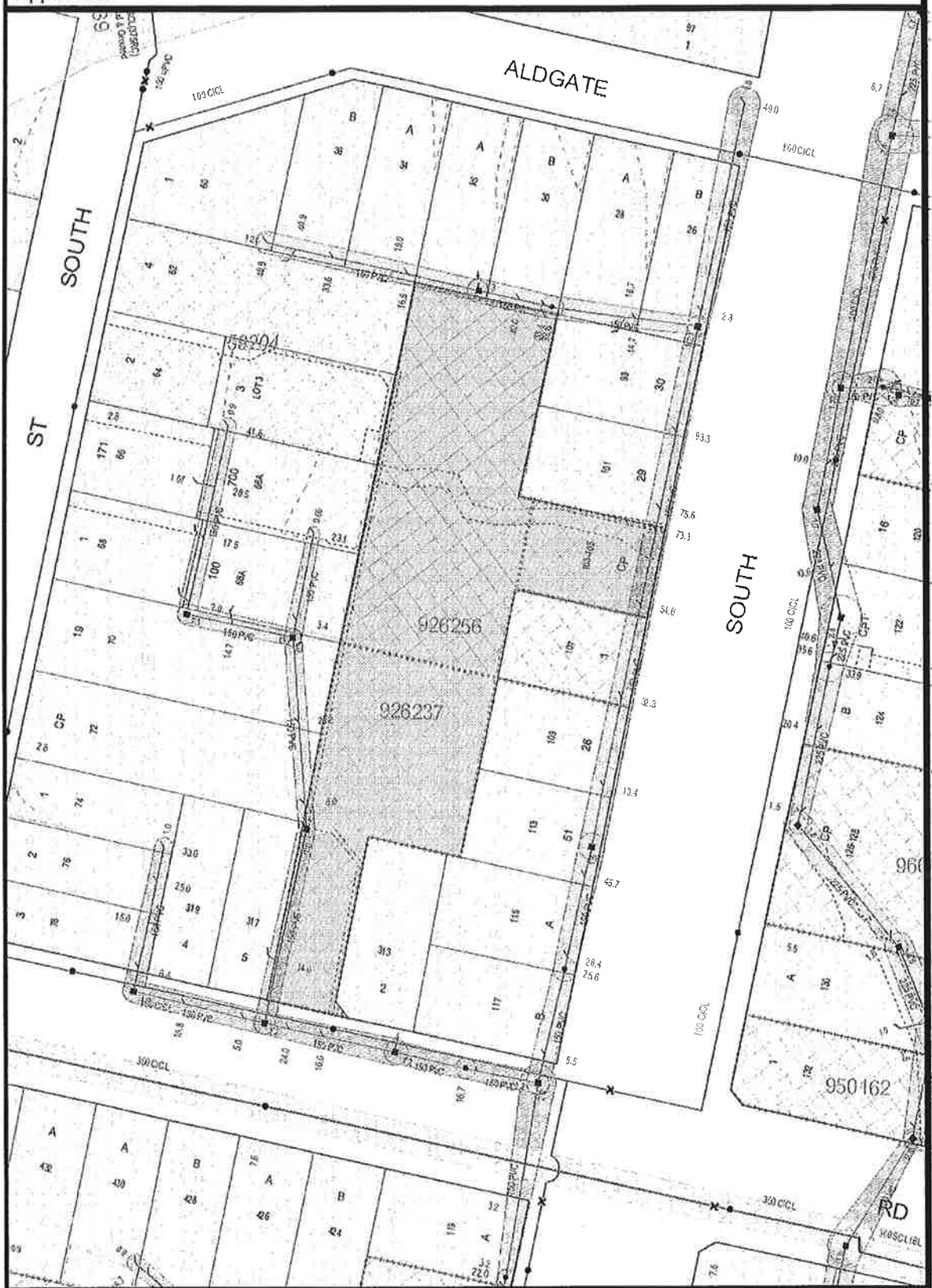
For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Mark Carlon', with a long horizontal line extending to the right.

Mark Carlon
Manager Environmental Planning





Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

| | |
|------------------------------|--|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>remittance amount</i> | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>RW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>); |
| <i>RW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision 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 a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

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