

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Pulse Property Agents
3/12 Central Road
MIRANDA NSW 2228

Phone: 9525 4666

Fax: 9525 4699

Ref: Ben Pike

Co-agent

Vendor

Daniel Glenn Madigan
6/2-6 Gurrier Avenue MIRANDA NSW 2228

Vendor's Solicitor

The Shire Conveyancer
PO Box 1033
CRONULLA NSW 2230



Phone: 02 9527 7111

Fax: 02 9527 7122

Ref: S16/377

Completion date

See special condition 43

Land

6/2-6 Gurrier Avenue MIRANDA NSW 2228

(Address, plan details
and title reference)

Registered Plan in Lot 6 SP54869

Folio Identifier 6/SP54869

☒ VACANT POSSESSION ☐ subject to existing tenancies

Improvements

☐ HOUSE ☒ garage ☐ carport ☒ home unit ☐ carspace ☐ none

☐ other:

Attached copies

☐ Documents in the List of Documents as marked or as numbered:

☐ 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

☒ blinds ☐ curtains ☒ insect screens ☒ stove
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☐ pool equipment
☐ clothes line ☒ fixed floor coverings ☐ range hood ☐ TV antenna
☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Phone:

Fax:

Price

Deposit

(10% of the price, unless otherwise stated)

Balance

Contract date

(if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT(optional)

The price includes

GST of:

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Strata Management Services

9/29-31 Croydon Street CRONULLA NSW 2230

Phone: 9523 6399

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"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input checked="" type="checkbox"/> 8 sewerage connections diagram <input type="checkbox"/> 9 sewer mains diagram <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"/> 11 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding vendor duty	<input checked="" type="checkbox"/> 24 property certificate for strata common property <input checked="" type="checkbox"/> 25 plan creating strata common property <input checked="" type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (CommunityLand)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction.~~ If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

SECTION 66W CERTIFICATE

I, of, certify as follows:-

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property at 6/2-6 Gurrier Avenue MIRANDA NSW 2228, from **Daniel Glenn Madigan** to in order that there is no cooling off period in relation to that Contract.
3. I do not act for and am not employed in the legal practice of a Solicitor/Licensed Conveyancer acting for **Daniel Glenn Madigan** nor am I a member or employee of a firm of which a Solicitor/Licensed Conveyancer acting for **Daniel Glenn Madigan** is a member or employee.
4. I have explained to :
 - i) the effect of the Contract for the purchase of that property;
 - ii) the nature of this Certificate;
 - iii) the effect of giving this Certificate to the vendor, ie. that there is no cooling off period in relation to the Contract.

DATED:

.....

WARNING SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

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.

**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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

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.

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>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ,
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by – <ul style="list-style-type: none"> • a <i>bank</i>; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or
<i>solicitor</i>	if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</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 served by the party;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or 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 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
 - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
 - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
 - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
 - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
 - the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
 - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
 - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
 - 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
 - 5.3 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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

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

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

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

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
 - 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 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 adjust 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 Completion date

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser 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*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 mentioned in Schedule J of the Supreme Court Rules 1970.

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 fax to the *party's solicitor*, unless 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, and 17 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* includes 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 page 1) 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 clause 2 (deposit).
- 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**
- 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 -
'change', in relation to a scheme, means -
- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
- 'common property' includes association property for the scheme or any higher scheme;
'contribution' includes an amount payable under a by-law;
'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;
'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
'the *property*' includes any interest in common property for the scheme associated with the lot;
'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 sinking 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.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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; or
- 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.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 it the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.18.2 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 -
 - any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
 - 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 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 to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
- 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

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.”

SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of *the Swimming Pools Act 1992*. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirement of that Act.

SPECIAL CONDITIONS

Special Conditions included in the Contract for Sale of Land 2005 between:

Vendor: Daniel Glenn Madigan

Purchaser:

30. HEADINGS/INVALIDITY AND CONSTRUCTION

- 30.1** In the event any one or more of the provisions contained in this Contract or any part thereof shall be found to be invalid or illegal in any respect, the validity, legality or enforceability of the remaining provisions in this Contract shall not in any way be affected or impaired thereby;
- 30.2** Headings are for ease of reference only and do not affect the interpretation of any clause.
- 30.3** In the event of any conflict between the printed clauses of the standard Contract for Sale of Land (2005 edition) and the additional special conditions, these condition clauses shall prevail.

31. AMENDMENTS TO STANDARD CONDITIONS

- 31.1** Clause 7.1.1 is replaced from 5% with 1%;
- 31.2** Clause 7.1.3 is replaced from 14 days with 7 days;
- 31.3** Clause 7.2.1 is replaced from 10% with 5%;
- 31.4** Clause 8.1 the words "on reasonable grounds" are deleted;
- 31.5** Clause 16.5 the words "plus another 20% of that fee" are deleted;

- 31.6** Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement".
- 31.7** Clause 14.4.2 the words "the person who owned the land owned no other land" is to be deleted.
- 31.8** Clause 23.13 is deleted if the property is a 2 lot strata or there is no regular periodic strata levies or payments
- 31.9** Clause 16.12 delete

32. REPRESENTATIONS AND WARRANTIES

32.1 No Warranty

Without in any manner excluding, modifying or restricting the rights of the Purchaser under section 52A (2) (b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations 2010, the Vendor makes no warranty as to the completeness or accuracy of any of the documents or copies of documents provided from the agent of the Vendor.

32.2 Entire Agreement

To the extent permitted by law, in relation to the subject matter of this Contract:

- a)** This Contract embodies the entire understanding of the parties, and constitutes the entire terms agreed on between the parties; and
- b)** Supersedes any prior written or other agreement between the parties.

32.3 No Representation

Without limiting the generality of clause 32.1, the Vendor makes no warranty or representation in respect of the accuracy or completeness of any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this Contract and the Purchaser acknowledges and agrees that it has placed no reliance on any brochure, advertisement or other document.

The Purchaser acknowledges that the Purchaser:

- a)** Has made its own inquiries in relation to the property;
- b)** Does not rely on any representation, letter, document or arrangement (whether oral or in writing) or other conduct as adding to or amending this Contract;
- c)** Is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the Purchaser of the property; and
- d)** Is fully satisfied as to the need for the existence or validity of any development or other approval.

33. CONDITION

The Purchaser purchases the property in its present condition and state of repair and shall not make any requisitions, objection or claim against the Vendor in respect of such matters.

34. DEATH, INCAPACITY AND BANKRUPTCY

Without affecting any rights or remedies available to either party at law or in equity had this Additional Clause not be included, if either party (or any one of them) prior to completion:

- a) being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then Either Party may rescind this Contract by notice in writing to the Other Party's solicitor and the provisions of clause 19 shall apply; or
- b) Or being a company resolves to go into liquidation or have a petition for winding up of the Other Party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the Other Party, then the Other Party is in default and the First Party may, subject to any law to the contrary, affirm or terminate this Contract.

35. INTEREST

If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent per annum (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further 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. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

36. NOTICE TO COMPLETE

Completion of this matter shall take place on or before 4:00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. Should the Vendor issue the Notice to Complete then the Vendor shall be entitled to recover a fee of \$220.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.

37. AGENT

The Purchaser warrants:

- and
- a) they were not introduced to the vendor or the property by an agent other than the agent noted on the front page of the contract
 - b) no agent is the effective cause of this sale other than the agent (if any) named as the Vendor's agent on page 1 of this contract.

If the purchaser is in breach of the warranty in clause 37 a or b, the purchaser indemnifies and will save harmless the Vendor against all costs (on an indemnity basis), damages, expenses or other consequential losses touching upon the Purchaser's breach of this warranty.

This clause will not merge on completion

38. DEPOSIT

The Purchaser shall, upon request, release the deposit paid herein or part thereof to the Vendor's Licensed Conveyancer for payment out as a deposit or towards the balance of the purchase price on the Vendor's purchase of another property or for stamp duty on the Vendor's purchase and the Vendor shall at any time provide the Purchaser with sufficient details of that property to allow the Purchaser to trace the deposit monies. If the deposit is released for the purposes of paying the deposit on a property it will only be released to a Real Estate Agents or a Conveyancer/ Solicitors trust account.

39. TRANSFER

The Purchaser acknowledges that a sufficient statement of the Vendor's title shall be deemed to be included in the description of the property herein and that such statement shall have been deemed to have given at the date of making of this Contract. If the Transfer or Conveyance is submitted by the Purchaser or their Solicitor/Conveyancer within 14 days prior to completion the Purchaser shall pay to the Vendor on settlement the amount of \$88.00 (GST inclusive)

40. SETTLEMENT

If settlement of this matter does not take place at the time appointed for same due to the fault of the Purchaser or his/her mortgagee, then the Purchaser shall pay all fees including agency fees and re-certification fees incurred by the Vendor's Conveyancer or his/her mortgagee in relation to any rearrangements of settlement. We estimate this fee to be \$220.00 (GST Inclusive).

Where the Vendor's Conveyancer hold the Certificate of Title for the subject property in his possession and the Purchaser requests or requires settlement to occur in a venue other than the Vendor's Conveyancers office, then the Purchaser shall allow to the Vendor the reasonable agency fee which the Vendor will incur in meeting the Purchaser's convenience. Nothing herein shall be construed as compelling the Vendor to meet the Purchaser's convenience. We estimate this fee to be \$110.00 (GST Inclusive).

41. EXTENSION OF COOL OFF

41.1 The purchaser agrees and acknowledges that in the event that an extension of the cooling – off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$100.00 plus GST directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event.

41.2 This sum shall fall due and payable regardless of:

41.2.1 Whether or not the extension of the cool-off period is granted

41.2.2 Whether or not the purchaser elects or does not elect to exercise their rights to cool –off from the contract in due course

42. PAYMENT OF DEPOSIT

The Vendor and Purchaser agree that the deposit is acceptable in the form of Cash, Cheque or Electronic Fund Transfer.

VENDOR

PURCHASER

43. SETTLEMENT DATE

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

1. 84 day from the date of this contract
2. Fourteen (14) days after the date the vendor's representative notifies the purchasers 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 AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
-----FOLIO: 6/SP54869

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
21/6/2016	4:36 PM	4	20/12/2012

LAND
-----LOT 6 IN STRATA PLAN 54869
AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIREFIRST SCHEDULE

DANIEL GLENN MADIGAN (T AH453662)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP54869
- 2 AH453663 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 21/6/2016

* 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.

© State of New South Wales through Land and Property Information (2016)

SAI Global Property Division 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 AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP54869

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
21/6/2016	4:37 PM	5	7/1/2013

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 54869
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT MIRANDA
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM SHEET 2 SP54869

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 54869
ADDRESS FOR SERVICE OF NOTICES:
2-6 GURRIER AVENUE
MIRANDA 2228

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO BY-LAWS SET OUT IN SCHEDULE 1 STRATA
SCHEMES MANAGEMENT ACT 1996
- 3 C573976 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO
MINE
- 4 D904924 COVENANT
- 5 D923562 COVENANT
- 6 DP266337 EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 7 SP54869 POSITIVE COVENANT
- 8 3897970 CHANGE OF BY-LAWS
- 9 AC767988 CHANGE OF BY-LAWS
- 10 AD621138 CHANGE OF BY-LAWS
- 11 AH467332 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 54869

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	43	2 -	42	3 -	40	4 -	41
5 -	42	6 -	43	7 -	42	8 -	41
9 -	41	10 -	42	11 -	42	12 -	41
13 -	43	14 -	42	15 -	41	16 -	43
17 -	42	18 -	42	19 -	40	20 -	41

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 21/6/2016

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: CP/SP54869

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 54869

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
21	- 42	22	- 42	23	- 41	24	- 41

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 21/6/2016

* 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.

© State of New South Wales through Land and Property Information (2016)

SAI Global Property Division 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.

COUNCIL'S CERTIFICATE

THE COUNCIL OF SUTHERLAND SHIRE

Having considered and approved the requirements of the Strata Titles Act 1973 have been complied with, approve of the proposed

Strata plan, or

Subdivision of land

in accordance with the provisions of the Act.

The strata plan, or subdivision, is part of a development subject to the provisions of the Strata Titles Act 1973, and the Council is satisfied that the plan is consistent with the provisions of the Act, and that the plan gives effect to the objects of the Act.

The Council does not object to the provisions of the plan being the subject of a development subject to the provisions of the Act.

The Council is satisfied that the plan is consistent with the provisions of the Act, and that the plan gives effect to the objects of the Act.

Date: 26.5.97

Signature: *[Signature]*

Official Seal: *[Seal]*

Completed, or signed, if applicable

Consent file No. DC766/416

SURVEYOR'S CERTIFICATE

JOHN FRANCIS BURRIDGE

P.O. BOX 184, CRONULLA 2230

I am a surveyor registered under the Surveyors Act 1970, having sworn that I am a surveyor, and that I am a member of the Institute of Surveyors, New South Wales.

I have been called by the Council of Sutherland Shire to prepare a strata plan, or subdivision, in accordance with the provisions of the Strata Titles Act 1973.

The plan is a strata plan, or subdivision, in accordance with the provisions of the Strata Titles Act 1973.

The plan is a strata plan, or subdivision, in accordance with the provisions of the Strata Titles Act 1973.

Signature: *[Signature]*
Date: 6 APRIL 1997

This is sheet 1 of my Plan in 4 sheets.

PLAN OF SUBDIVISION OF LOTS 17, 18 AND 19 INCL.

D.P.21202

L.G.A.: SUTHERLAND

Suburb/
Locality: MIRANDA

Parish : SUTHERLAND

County : CUMBERLAND

Reduction Ratio 1:

Lengths are in metres



STRATA PLAN 54869

Registered: *[Stamp]* 26.5.1997

C.A. : N° 104/97 OF 20.5.1997

Purpose : STRATA PLAN

Ref. Map : UO930-71

Last Plan : DP 21202

Name of, and address for service of notices on, the body corporate required on original strata plan only.

THE OWNERS - STRATA PLAN No. 54869
No. 2-6 GURRIER AVENUE, MIRANDA 2228

PURSUANT TO SEC 88B AND 88E OF THE CONVEYANCING ACT 1919 AND SEC 7(3) OF THE STRATA TITLES ACT 1973 IT IS INTENDED TO CREATE :-

1. POSITIVE COVENANT
2. POSITIVE COVENANT
3. POSITIVE COVENANT

AND AS SET OUT IN THE ACCOMPANYING INSTRUMENT SIGNED BY THE COUNCIL GENERAL MANAGER OR AUTHORISED PERSON.

WESTPAC BANKING CORPORATION

by its Attorney

who hereby states that at the time of executing this instrument no notice of revocation has been received of the Power of Attorney registered in the Office of the Registrar General No. 831 Book 4-659 under the authority of which this instrument has been executed.

BUSINESS BANKING CLIENT SERVICES

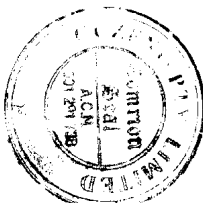
* Branch

* Commercial Banking Services

* Other than Sydney

* Financial Services

* Details as applicable

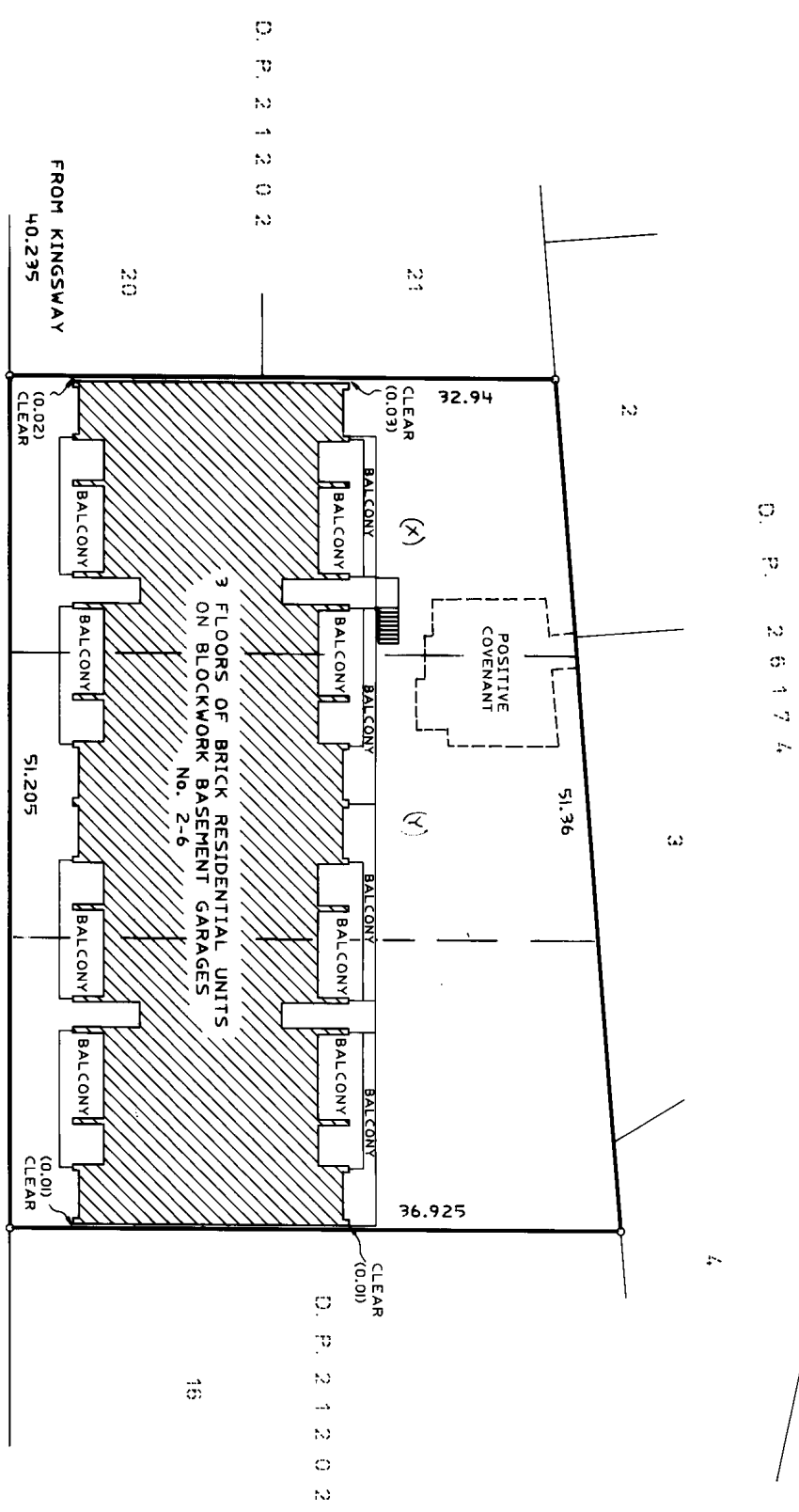


[Signature]
John Davelle
Director
P Davelle
Secretary

FOR LOCATION PLAN SEE SHEET 2

STRATA PLAN 54869

LOCATION PLAN



- (X) COVENANT - D904924
- (M) COVENANT - D923562

GURRIER AVENUE

Reduction Ratio 1 : 300

Lengths are in metres

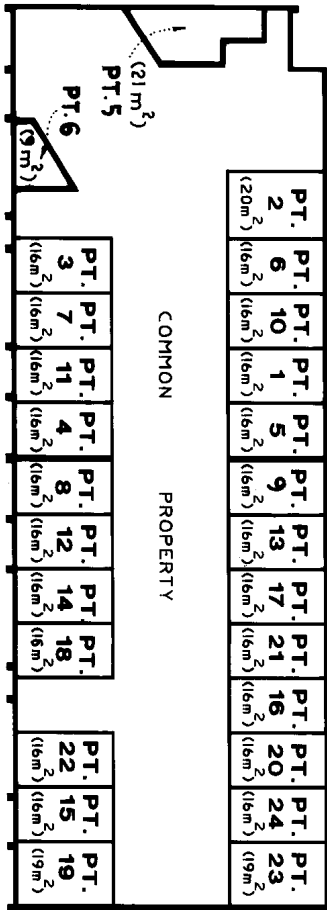
Registered Surveyor
John Durrill

5th July 97
General Manager/authorised person
W. Heyman



STRATA PLAN 54869

SCHEDULE OF UNIT ENTITLEMENT	
LOT No.	UNIT ENTITLEMENT
1	43
2	42
3	40
4	41
5	42
6	43
7	42
8	41
9	41
10	42
11	42
12	41
13	43
14	42
15	41
16	43
17	42
18	42
19	40
20	41
21	42
22	42
23	41
24	41
AGGREGATE	1000



BASEMENT GARAGES
& STOREROOMS

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1 : 300

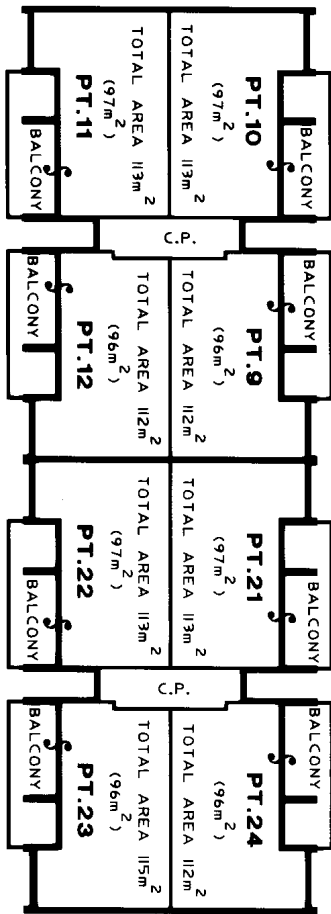
Lengths are in metres

Registered Surveyor

Contract Manager/Authorized person

SURVEYORS REFERENCE: 1106

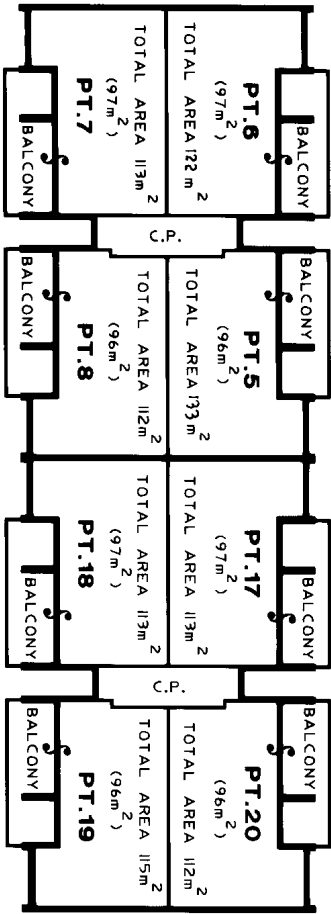
STRATA PLAN 54869



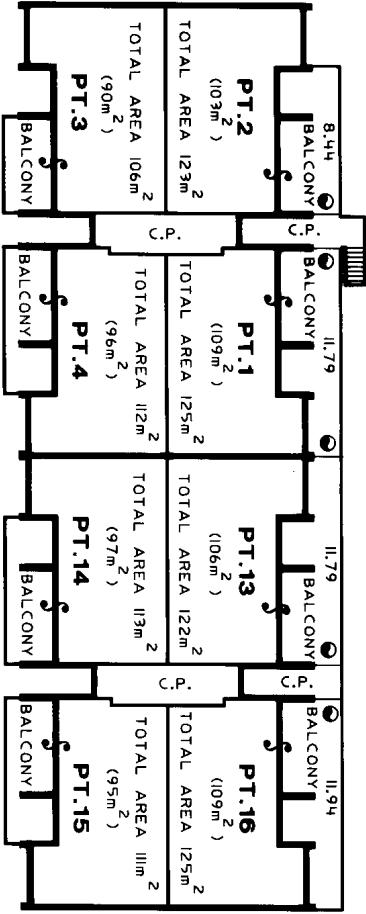
SECOND FLOOR

ALL AREAS ARE APPROXIMATE

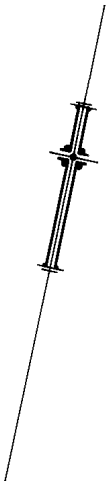
THE STRATA OF THE BALCONIES EXTEND TO A HEIGHT OF THE HORIZONTAL UNDERSIDE OF THE BALCONIES OR EAVES WHOLLY OR PARTLY COVERING THEM.



FIRST FLOOR



GROUND FLOOR



- C.P. COMMON PROPERTY
- LINE OF CENTRE OF WALL PRODUCED

Reducing Ratio 1 : 300

Lengths are in metres

Registered Surveyor

General Manager/Authorized person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 1 of 7 Sheets)

PART 1

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. ~~87A104~~ of 1997.

Full Name and Address of
proprietor of the land

CUZENO PTY. LIMITED
ACN 001 291 738
and FELPURE PTY. LIMITED
ACN 065 789 988
191 Connells Point Road,
Connells Point

1. Identity of Positive Covenant
Firstly Referred to in the
abovementioned Plan

POSITIVE COVENANT

SCHEDULE OF LOTS AFFECTED

Lots Burdened
COMMON PROPERTY

Authority Benefited
COUNCIL OF SUTHERLAND SHIRE

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 2 of 7 Sheets)

PART 1

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. ~~STA-104~~ of 1997.

Full Name and Address of
proprietor of the land

CUZENO PTY. LIMITED
ACN 001 291 738
and FELPURE PTY. LIMITED
ACN 065 789 988
191 Connells Point Road,
Connells Point

2. Identity of Positive Covenant
Secondly Referred to in the
abovementioned Plan

POSITIVE COVENANT

SCHEDULE OF LOTS AFFECTED

Lots Burdened
COMMON PROPERTY

Authority Benefited
COUNCIL OF SUTHERLAND SHIRE

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 3 of 7 Sheets)

PART 1

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. **STA104** of 1997.

Full Name and Address of
proprietor of the land

CUZENO PTY. LIMITED
ACN 001 291 738
and FELPURE PTY. LIMITED
ACN 065 789 988
191 Connells Point Road,
Connells Point

3. Identity of Positive Covenant
Thirdly Referred to in the
abovementioned Plan

POSITIVE COVENANT

SCHEDULE OF LOTS AFFECTED

Lots Burdened
COMMON PROPERTY

Authority Benefited
COUNCIL OF SUTHERLAND SHIRE

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 4 of 7 Sheets)

PART 2

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. *Strata* 4 of 1997.

Terms of Positive Covenant Firstly Referred to in the abovementioned plan.

1. The proprietors of the common property hereby burdened with respect to the detention basin described in Plan Nos. 960101/1-B, 960101/2-B and 960101/3-B dated April, 1996 approved by Council on the 3rd June, 1996 (Council's File Ref: DC766/2-6) held in the offices of the Council of Sutherland Shire, Eton Street, Sutherland and delineated on the Strata Plan:
 - (a) Permit stormwater to be temporarily detained in the detention basin.
 - (b) Keep the detention basin clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the detention basin so that it functions in a safe and efficient manner.
 - (d) Replace, repair, alter and renew the whole or parts of the detention basin within the time and in the manner specified in a written notice issued by the Council.

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 5 of 7 Sheets)

PART 2

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. ~~81A104~~ of 1997.

-
- (e) Not make any alterations to the detention basin or elements thereof without prior consent in writing of the Council.
 - (f) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this Clause.
 - (g) Comply with the terms if any written notice issued by the Council in respect to the requirements of the Clause within the time stated in the notice.
2. In the event of the proprietor/s failing to comply with the terms of any written notice served with respect of the matters in Clause 1 the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the basin and recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act, 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.
3. In this Covenant "Council" means the Council of Sutherland Shire.
-

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 6 of 7 Sheets)

PART 2

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. **STA104** of 1997.

**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
POSITIVE COVENANT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

The Council of Sutherland Shire.

Terms of Positive Covenant Secondly Referred to in the abovementioned plan.

1. The Body Corporate of the Strata Plan shall not exercise its powers under Section 54(3) of the Strata Titles Act, 1973 so as to allocate any Common Property designated with the exclusive use of a lot within the Strata Plan.

**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

The Council of Sutherland Shire.

Terms of Positive Covenant Thirdly Referred to in the abovementioned plan.

1. The Body Corporate of the Strata Plan shall make available the Common Property on an unrestricted basis for use by any proprietor, employee of a proprietor or visitor to the land forming part of the Strata Plan.

Approved by Sutherland Shire Council


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B AND 88E OF THE CONVEYANCING ACT, 1919
AND SECTION 7(3) OF THE STRATA TITLES ACT, 1973**

Lengths are in Metres

(Sheet 7 of 7 Sheets)

PART 2

Plan: **SP 54869**

Plan of Subdivision of
Lots 17, 18 & 19 in
DP 21202 covered by
Council Clerk's Certificate
No. **STA104** of 1997.

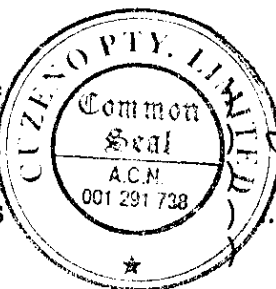
**NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE
POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN.**

The Council of Sutherland Shire.

Approved by Sutherland Shire Council

[Signature]
General Manager

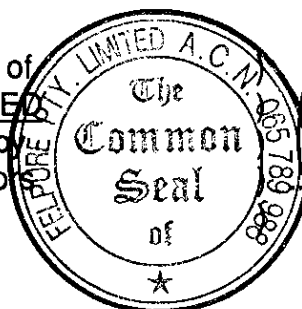
THE COMMON SEAL of
CUZENO PTY. LIMITED
was hereunto affixed by
authority of the Directors
in the presence of:



[Signature]
Director

[Signature]
Secretary

THE COMMON SEAL of
FELPURE PTY. LIMITED
was hereunto affixed by
authority of the Directors
in the presence of:



[Signature]
Director

[Signature]
Secretary

WESTPAC BANKING CORPORATION AREN 007 457 141
by its Attorney
under Power of Attorney No 831 Book 4059

[Signature]

Credit Risk Manager.
20 May, 1997.

APPROVED BY SUTHERLAND SHIRE COUNCIL

[Signature]

REGISTERED

DP 26.5.97

[Signature] GENERAL MANAGER

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC. 88B CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE :-

(1) EASEMENT TO DRAIN WATER 1 WIDE

[Signature]
SECRETARY

SIGNED for and on behalf of
Westpac Banking Corporation

Under Power of Attorney No. 331 Book 4057
NOEL PRAKASH

[Signature]

PERSONALLY

Crown Lands Office Approval

PLAN APPROVED

Authorised Officer

Land District

Paper No.

Field Book

Council's Certificate

I hereby certify that :-

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

* (b) the requirements of Part 3 Division 2 of the Water Board Act 1981 or Part 5 Division 7 of the Hunter Water Board (Corporatisation) Act 1991.

have been complied with by the applicant in relation to the proposed

(insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No.

Date

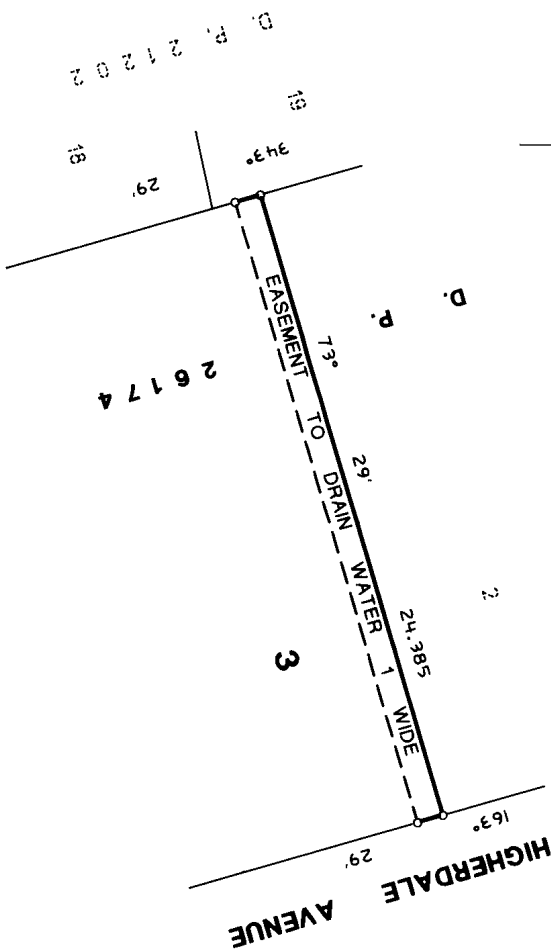
(Signature) General Manager / authorised person

Council File No.

* This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operation of the Metropolitan Water Sewerage and Drainage Board and the Hunter Water Corporation Ltd.

† Delete if inapplicable

SURVEYOR'S REFERENCE: 1075A



DP 266337

Registered: 1-3-1996

C.A. 1-3-1996

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: UO930-71

Last Plan: DP 26174

PLAN OF EASEMENT TO DRAIN
WATER WITHIN LOT 3 D.P.26174

Lengths are in metres. Reduction Ratio 1:200

LGA: SUTHERLAND SHIRE

Locality: MIRANDA

Parish: SUTHERLAND

County: CUMBERLAND

Plans used in preparation of survey/compilation

D.P.'S 21202, 26174

I, JOHN FRANCIS BURRIDGE

of P.O. BOX 184 CRONULLA, 2230

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulations 1990 and was completed on

16 NOVEMBER, 1995

(Signature) *[Signature]*
Surveyor registered under the Surveyors Act 1929

Date of time of month

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1946, AS
AMENDED

Sheet 1 of 2 Sheets

DP 266337

PART 1

Plan of Easement to
drain water within Lot
3 in DP26174

Full Name and address of the
proprietors of the land:

PAUL GEORGIU and
DIMITRIA GEORGIU of
3 Higherdale Avenue,
Miranda

Full Name and address of the
Mortgagee of the land:

WESTPAC BANKING
CORPORATION of

1. Identity of easement firstly
referred to in above plan

Easement to drain water
1 wide provided that -

(a) The registered
proprietor for the time
being of any of the
Lots hereby benefited
and persons authorised
by such registered
proprietor shall also
have the right to enter
on the Lot hereby
burdened with or
without workmen,
materials and
specialist services for
the purpose of laying,
installing, repairing,
maintaining, renewing
and relaying or
removing any such pipes
and/or drains provided
that the persons
exercising such right
shall cause as little
damage and
inconvenience as
reasonably practicable
in so doing and making
good immediately any
damage caused to the
Lot hereby burdened.

.....
.....
.....

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964, AS
AMENDED

DP 266337

Sheet 2 of 2 Sheets

(b) The cost of maintenance and repair of such drains and/or pipes shall be borne by the registered proprietors of the Lots hereby benefited and their successors and assigns and they shall immediately repair any damage caused to the Lot hereby burdened or to any structures on the Lot hereby burdened as a result of any damage caused by any breakage to the pipes.

Schedule of Lots, etc. affected

Lot Burdened

LOT 3 IN DP26174

Lot, name of Road or
Authority benefited

LOTS 17, 18 and 19
IN DP21202

SIGNED SEALED and DELIVERED by
the said PAUL GEORGIU and
DIMITRIA GEORGIU in the
presence of:

S. Jordan



SIGNED by and on behalf of
WESTPAC BANKING CORPORATION

Signed, sealed and delivered
for and on behalf of
WESTPAC BANKING CORPORATION
4RBN 007 457 141

NOEL PRakash
by
its duly constituted
Attorney who is
personally known to me

MARIA PETRIDES
Maria Petrides
BANK OFFICER
of 66 PITT STREET, SYDNEY

WESTPAC BANKING CORPORATION
ARBN 007 457 141
by its Attorney

who hereby states that at the time of executing this Instrument no notice of revocation has been received of the Power of Attorney registered in the office of the Registrar General No. **831** Book **4059** under the authority of which this Instrument has been executed.

[Signature]
Office N.S.W. Loan Centre
★ Manager
★ Team Leader
★ Supervisor

* Delete as applicable

[illegible]

AH467332P

(A) TORRENS TITLE

CP/SP54869

(B) **LODGED BY**

377X

Reference: Gary Adamson (02) 9523 0466

CODE**CB**

as fully set out below:

-

Signature(s):

Name(s): Christine Adamson

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1008 503104

LAND AND PROPERTY MANAGEMENT AUTHORITY

SCHEDULE A

Special By-Law No 3 – Tiles, Membrane and Access for Repairs

All proprietors are granted exclusive rights of usage and obligations of maintenance of that part of the common property being tiles affixed to the upper surface area of the floor of the lot in the bathroom, laundry, kitchen or any other floor area of the lot together with any underlying membrane and of any tiles affixed to the internal surface of a common property wall in consideration for which the proprietor shall be solely responsible to maintain, renew, replace or repair the tiles and any underlying membrane.

This approval is subject to the following conditions:

- (a) prior to any work commencing the owner shall provide the owners corporation with a copy of the contractors builders license and insurance.
- (b) upon completion the proprietor shall provide a copy of the certificate for waterproofing of any wet areas which shall include the name of the owners corporation for warranty purposes.
- (c) in the event of water penetrating into the common area and/or the air space of another lot from the subject lot the proprietor shall immediately arrange to have undertaken by a licensed trades person any necessary repair, maintenance or replacement of any defective materials to prevent any further water egress.
- (d) in the event the proprietor of the lot fails to undertake any necessary repairs within a reasonable time of being notified of a problem, the owners corporation may serve the proprietor with a notice to comply with the terms of this by-law and to undertake necessary repairs to prevent water escaping from the lot and penetrating into the common area and /or another lot.
- (e) should the proprietor fail to undertake the necessary work to prevent the escape of water from the lot within seven days of the service of notice by the owners corporation, the owners corporation may, at its absolute discretion, engage a suitably qualified trades person to undertake the requisite work.
- (f) should the owners corporation deem it necessary after the proprietors failure to comply with a notice to undertake the necessary repairs within seven days of the date of the notice to prevent the escape of water from the lot the proprietor of the lot shall thereafter provide unhindered access to the lot for the owners corporations nominated licensed trades person to enable the strata schemes nominee to enter the lot and undertake the essential works.
- (g) in the event the owners corporation deems work to be necessary to prevent water escaping from the subject lot, has served the requisite notice and the proprietor of the lot has failed to respond within seven days of the date of issue of the notice, the owners corporation may demand immediate reimbursement for all costs whatsoever incurred, including but not limited to administrative and legal costs in arranging and effecting the necessary repair.
- (h) balcony area to be waterproofed prior to tiling.
- (i) an owner, occupier or contractor must pay a refundable deposit of \$500.00 to the owners corporation or some other such amount determined by the executive committee from time to time.

Reg Can
SQ3/EM
28/11/2014



Ref: /Src:U

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

CHANGE OF BY-LAWS

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



AD621138D

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

(A) TORRENS TITLE	For the common property CP/SP 54869	
(B) LODGED BY	Delivery Box <i>iw</i> Name, Address or DX and Telephone Adamsons The Professionals PO Box 166 Caringbah NSW 2229 Reference (optional):	CODE CB

- (C) The Owners-Strata Plan No 54869 certify that pursuant to a resolution passed on 12 November 2007 and in accordance with the provisions of
- (D) section 52 (1) Strata Schemes Management Act 1996 the by-laws are changed as follows—
- (E) Repealed by-law No NOT APPLICABLE
 Added by-law No Special By Law 2
 Amended by-law No NOT APPLICABLE
 as fully set out below.

See page 2 appended to Form 15CB change of By Law

- (F) The common seal of the Owners-Strata Plan No 54869 was affixed on 15 November 2007 in the presence of—

Signature(s):

Magnus Petersson
 Name(s): Magnus Petersson



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

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

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

Signature of authorised officer:

Name and position of authorised officer:

Special By Law No 2 – Air Conditioning

PAGE 2 APPENDIXED TO FORM 15CB CHANGE OF BY LAW

The owner/s of all lots for the time being in strata scheme 54869 by virtue of a special resolution were granted rights and privileges of exclusive usage of an area or areas of common property, as may be needed to enable them to install a split system air conditioning unit to service their lot.

Compressors may be located on the balcony of a lot.

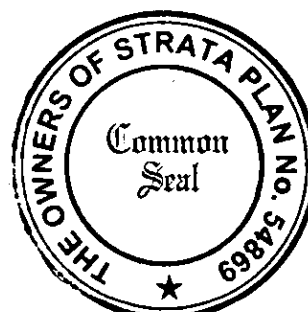
Rights and privileges of exclusive usage were granted subject to the following conditions.

- 1/ That any and all installations are made in a professional manner
- 2/ That permits from appropriate authorities are sought and obtained should that be required and that the installation/s are in compliance with fire safety regulations.
- 3/ That any and all costs of the installation and future maintenance of the installation/s are that of the owner/s for the time being.
- 4/ That the installations are in compliance with By Law 1, relating to creation of noise and By Law 17, requiring uniformity of appearance.
- 5/ That the owner/s for the time being shall be responsible for the performance of the duties of the Owners corporation as per Section 54(1)(b) of the Strata Schemes Management Act in respect of the area/s of common property for which rights of exclusive usage have been granted.
- 6/ Should the owner/s for the time being fail to fulfil their obligation of maintenance and repair in the context of Section 54(1)(b) the Owners corporation may implement any necessary action of repairs and maintenance at the expense of the owner/s for the time being.
- 7/ That all installations are to be approved by the executive committee prior installation.
- 8/ That any water and or condensation is to be collected and disposed of in a manner whereby it may not be released over another lot and or over common property resulting in damage.

The common seal of SP 54869 was affixed on November 15th, 2007 in the presence of:

Name: Magnus Petersson

Signature:.....*Magnus Petersson*.....



Ref: /Src:U

Form: 15CB
Licence: 98M111
Edition: 0106

CHANGE OF BY-LAWS

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



AC767988L

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

(A) **TORRENS TITLE**

For the common property

CP / ST S4869

(B) **LODGED BY**

Delivery
Box

1011N

Name, Address or DX and Telephone

123723T

Reference (optional): ADAMSON'S

R. D. & S. J. WILLIAMSON
LEGAL & STRATA SEARCHERS
G.P.O. BOX 2747 SYDNEY 1043
DX 439 SYDNEY
Tel: 9544 1529 Fax: 9523 3732

CODE

CB

(C) The Owners-Strata Plan No S4869 certify that pursuant to a resolution passed on 23RD OCTOBER 2006 and in accordance with the provisions of—

(D) • section 54 of the Community Land Management Act 1989

- section of the Strata Schemes (Freehold Development) Act 1973
- section 47 of the Strata Schemes Management Act 1996
- order No of the Strata Schemes Adjudicator
- order No of the Strata Schemes Board

the by-laws are changed as follows—

(E) Repealed by-law No

Added by-law No SPECIAL BY LAW NO 1 AS PER ANNEXURE "A"

Amended by-law No

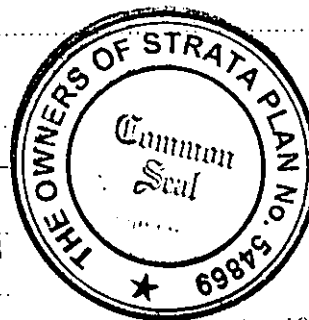
as fully set out below:

(F) The common seal of the Owners-Strata Plan No S4869 was affixed on 17TH NOVEMBER 2006 in the presence of—

Signature(s) [Signature]

Name(s) LLOYD RICHARD DODD

MANAGING
AGENT



being the person(s) authorised by section 256 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

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

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

Signature of authorised officer

Name and position of authorised officer

ANNEXURE "A"- STRATA PLAN 54869

MINUTES OF ANNUAL GENERAL MEETING 23RD OCTOBER, 2006

"Special By Law No 1

The Owners Corporation are empowered to enter into an agreement with Foxtel to arrange the installation of pay television equipment at the property.

The Owners Corporation to pay any fees for the installation of the infrastructure.

Individual residents to pay any connection fees that Foxtel may require at the time of connection to their lot.



Ref: /Src:U

Form: 97-015CB
Licence: 10V/0779/97
Printed: 0797LTO
Instructions for filling out this
form are available from the
Land Titles Office

CHANGE OF BY-LAW
New South Wales
Strata Schemes Management Act
Real Property Act 1900

3897970 E



(A) **COMMON PROPERTY**

<i>CP/SPS4869</i>

(B) **LODGED BY**

LTO Box <i>42</i> <i>40</i> <i>62</i>	Name, Address or DX and Telephone <i>JANICE L LINDOP</i> <i>310A BURRANBER BAY RD</i> <i>CARINGBAH NSW 2229</i> Reference (15 character maximum):	Code CB
------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------

(C) The owners of strata plan No. 54869 certify that pursuant to a resolution passed on 15/1/98 and in accordance with the provisions of

- (D) • section of the Strata Schemes (Freehold Development) Act 1973
• section 52 of the Strata Schemes Management Act 1996
• order No. of the Strata Schemes Adjudicator
• order No. of the Strata Schemes Board,

the by-laws are changed as follows:

- (E) Repealed by-law No.
Added by-law No. SPECIAL BY-LAW NO. 1
Amended by-law No. as fully set out below.

SPECIAL BY-LAW NO. 1

That the Owners Corporation of Strata Plan 54869 will assume responsibility for the maintenance of the installed security gates.

- (F) The common seal of the owners of Strata Plan No. 54869 was affixed on 19-3-98 in the presence of
Names [use block letters] GLENDAL PHILPOTT
Signatures Glenda Philpott
being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



(G) **Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996**

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

Dated Signature of General Manager Glenda Philpott

NOV 16 10 37 AM

NOV 16 10 37 AM



R.P. 13.
New South Wales.

MORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

D923562

Fees :-
Lodgment ... 15.0
Endorsement ...
Certificate ... 2.0
Total 17.0

B51148E

(Trusts must not be disclosed in the transfer.)

a If a less certain description "in fee simple" and include the required alteration.

1. Lucy Ida Currier-Jones wife of Joseph Hargrey 16.11
Currier-Jones of Hurstville Engineer by her attorney
Herberta Currier-Jones (herein called transferor)
being registered as the proprietor of an estate in fee simple in the land hereinafter described,
subject however, to such encumbrances, liens and interests as are notified hereunder in
consideration of One hundred and fifty four pounds
(£154) (the receipt whereof is hereby acknowledged) paid to me by
Leroy Dudley, Solicitor of Gilgandra and Isabel
Macklin, Wives of the said Leroy Dudley, (herein called transferees)

do hereby transfer to the said transferees as tenants in common
ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title (c)			Description of Land (if part only), (d)
		Whole or Part.	Vol.	Vol.	
Cumberland	Sutherland	part.	5005	96.	being lot 18 in Deposited Plan No. 21202.

And the transferee covenants with the transferor And the transferee covenants with the
transferor that no fence shall be erected on the said lot or lots to divide
it from the Transferor's adjoining land without the written consent of the
Transferor but such consent shall not be withheld if such fence is erected
without expense to the Transferor and in favour of any person dealing with
the Transferee such consent shall be deemed to have been given in respect
of every fence for the time being erected AND it is hereby declared that the
benefit of the foregoing covenant shall be appurtenant to the said adjoining
land PROVIDED ALWAYS that upon a transfer of the said adjoining land or any
part thereof the said covenant shall become void so far as regards the
benefit appurtenant to the land so transferred unless an intention to the
contrary is expressed in such transfer AND the burden of the said covenant
shall attach to the land hereby transferred. The said covenant may be
released varied or modified by the owner or owners for the time being of
the said adjoining land of the Transferor.)

ENCUMBRANCES, &c., REFERRED TO.

Reservation of Minerals etc

Signed at Cronulla the nineteenth day of October 1948

Signed in my presence by the transferor
by her Attorney Herberta Currier-Jones
WHO IS PERSONALLY KNOWN TO ME

Signed
Cronulla

H Currier Jones
Attorney for Transferor

Repeat attestation if necessary

Signed in my presence by the transferees
WHO IS PERSONALLY KNOWN TO ME

Blair Currier
Isabel Currier

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

J. J. Peniston
Transferee

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

N.B. - Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

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

K105 63217 1247 24 137-W

THIS SPACE TO BE LEFT FREE FROM NOTATION

No. **D923562**

LODGED BY

PHONE 81424
REED, HANKIN & TURNER
LAW STATIONERS
18 CASTLEREAGH ST. SYDNEY

CONSENT OF MORTGAGEE

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

This consent should not be used when the transfer is of the whole of the land affected by the mortgage.

Dated at _____ this _____ day of _____ 19 _____

Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 36277 Miscellaneous Register under the authority of which she has just executed the within transfer.

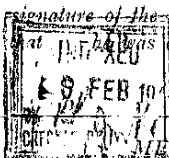
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Cronulla the _____ day of October 1948.
Signed in the presence of — *E. H. Jones* } *H. G. Jones*
J.P.

FORM OF DECLARATION BY ATTESTING WITNESS

Appeared before me at _____, the _____ day of _____, one thousand nine hundred and forty _____
and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such _____ is _____ own handwriting, and _____ of sound mind and freely and voluntarily signed the same.

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



MEMORANDUM OF TRANSFER OF

Acres, _____, roads, _____, perches, _____.

Lot 18, P.P. 21202

Gurnee St

Shire *Sutherland*

Municipality _____

Parish _____ County _____

(Subject to Covenant)

Gray Dudley

Leahy Transferee's _____

Particulars entered in Register Book, Vol. 5005 Folio 46

the _____ day of February 1949.
at _____ minutes _____ o'clock in the _____ noon.

J. H. Pello
Registrar-General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch...		
Received from Records...		
Draft written ...	<i>29</i>	<i>26/1/49</i>
Draft examined...	<i>29</i>	<i>27/1/49</i>
Diagrams prepared	<i>29</i>	<i>28/1/49</i>
Diagrams examined	<i>29</i>	<i>31/3/49</i>
Draft forwarded	<i>29</i>	<i>3/3/49</i>
Supt. of Engravers	<i>29</i>	<i>17/3/49</i>
Cancellation Clerk	<i>29</i>	<i>17/3/49</i>
Vol. 5956	Fol. 50	
Diagram Fee 5956	51	
Additional Folios		

DOCUMENTS LODGED HERewith

To be filed in by person lodging dealing.

Nature	No.	Reg'd Propr., M't'gor, etc.
<i>Cons</i>		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.



If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 3/4 for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.
Tenants in common must receive separate Certificates.
If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Ref: /Src: U



R.P. 13.

South Wales.

MEMORANDUM OF TRANSFER

PROPERTY ACT, 1900.

D 904924

Fees: — £ s. d.
 Lodgment ... 15 —
 Endorsement ... : :
 Certificate ... 10 :
 Cost 57 —

(Trusts must not be disclosed in the transfer.)

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



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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol.

Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1943. Here also should be set forth any right-of-way or easement or exception.

Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

If the space provided is insufficient a form of annexure should be used.

A very short note will suffice.

NOT TO BE ALTERED BY ERASURE - See Footnote.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf.

As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

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

Signed in my presence by the transferor

by her Attorney HERBERTA GURRIER JONES WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

STANLEY JOHN SORESENSEN WHO IS PERSONALLY KNOWN TO ME

ENCUMBRANCES, &c., REFERRED TO.

Exception and reservation of all mines etc. as contained in Transfer No. 6573976.

I, LUCY IDA GURRIER JONES wife of Joseph Moysey Gurrier Jones of Hurstville, Engineer,

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of one hundred and forty-two pounds ten shillings

(£ 142/10/- the receipt whereof is hereby acknowledged) paid to me by

STANLEY JOHN SORESENSEN of Miranda, Carpenter,

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Sutherland	Part	5005	96	Being Lot 19 in Deposited Plan numbered 21202.

And the transferee covenants with the transferor that no fence shall be erected on the said lot or lots to divide it from the Transferor's adjoining land without the written consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every fence for the time being erected AND it is hereby declared that the benefit of the foregoing covenant shall be appurtenant to the said adjoining land PROVIDED ALWAYS that upon a transfer of the said adjoining land or any part thereof the said covenant shall become void so far as regards the benefit appurtenant to the land so transferred unless an intention to the contrary is expressed in such transfer.

AND the burden of the said covenant shall attach to the land hereby transferred. The said covenant may be released varied or modified by the owner or owners for the time being of the said adjoining land of the Transferor.

ENCUMBRANCES, &c., REFERRED TO.

Exception and reservation of all mines etc. as contained in Transfer No. 6573976.

Signed at Camilla the 25th day of September 1948.

Signed in my presence by the transferor

by her Attorney HERBERTA GURRIER JONES WHO IS PERSONALLY KNOWN TO ME

Signed

Signed in my presence by the transferee

STANLEY JOHN SORESENSEN WHO IS PERSONALLY KNOWN TO ME

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

Signature of Transferor: H. Gurrier Jones

Signature of Transferee: S. J. Sorensen

Signature of Attorney: H. Gurrier Jones

Signature of Registrar: B. Sorensen

Signature of Notary: B. Sorensen

Signature of Registrar: B. Sorensen

Signature of Notary: B. Sorensen

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

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

K1165 36723 3.47 51.627—W

Ref: /Src: U

No. 904924

LODGED BY

CONSENT OF MORTGAGEE.

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

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

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that she has no notice of the revocation of the Power of Attorney registered No. 36277 Miscellaneous Register under the authority of which she has just executed the within transfer.

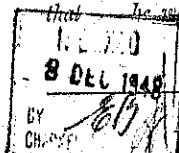
Signed at Cronulla the 25th day of September 1948.
Signed in the presence of— E. Harris } H. Emvrie-Jones

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

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



MEMORANDUM OF TRANSFER of

Acres _____ roads _____ perches.
Lot 19 D.P. 21102
Gumer Ave. at Miranda
Shire _____ (July to Covenant)
Municipality _____
Parish _____ County _____

Stanley John Brennen Transferee.

Particulars entered in Register Book, Vol. 5005 Fol. 96

the 7th day of December 1948.
at _____ minutes 12 o'clock in the _____ noon

J. H. Wells
Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.
Conveyance	1948	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...	23/11/48	
Draft examined...	24/12	
Diagram prepared ...	24/12	
Diagram examined ...	24/12	
Draft forwarded ...	24/12	
Supt. of Engravers ...	24/12	
Cancellation Clerk ...	24/12	
VOL. 5940	FOL. 198	
Diagram Fees ...		
Additional Folios ...		

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

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

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

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued upon a Transfer on sale for a consideration of not more than £1,000, and 1/1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.



C573976Y

New South Wales.

B 3 9 37 B

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

C573976

C573976

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 Four hundred and seven pounds ten shillings

paid by LUCY IDA GURRIER-JONES wife of Joseph Moysey to the Gurrier-Jones of Hurstville Engineer 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 Lucy Ida Gurrier-Jones

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 *fourteenth day of November 1912* Registered Vol. 23/4 fol. 22 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number 210565 from the Holt Sutherland

from Estate Company Limited to George Willison of Rockdale Bootmaker And

doth also transfer to the said Lucy Ida Gurrier-Jones all the estate and interest of which it the said Holt Sutherland Company (1933) 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. 210565 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 Trustee for the time being of the said Will of the said Thomas Holt deceased are herein after 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 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 Lucy Ida Gurrier-Jones may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. 210565 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 hereunto affixed at Sydney this *twentieth* day of *August* 19 *37*

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 *twentieth* day of *August* 1937 and such Directors thereupon signed this Transfer in the presence of—

Robert L. Jones
M. H. Jones } *Directors*

W. S. Macdonald
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 LUCY IDA GURRIER-JONES

Lucy Ida Gurrier-Jones

personally known to me— who is

Frederick Jones
Solicitor
Sydney

PERPETUAL TRUSTEE COMPANY LTD.,

33-39 HUNTER STREET, SYDNEY.

No. 883

31st August 1937

Received from

Mrs Lucy Ida Gurrer-Jones

the sum of Seven hundred & seven pounds

ten shillings 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 comprised in Sub-lease No. 210565 dated 25th April 1893

from the HOLT SUTHERLAND CO. LTD. to

William

and part of the land comprised in Memorandum of Lease registered No. 50990.

£407-10-0

Thos Lewis Accountant.

Wm. Gurrer-Jones Cashier.

Turner & Henderson Ltd., Sydney

Ref: /Src:U

C. J. W.

No. **C573976** Memorandum of Transfer of

Lodged by

MINTON-SIMPSON & Co

- SYDNEY.

**F. C. BRYANT, SOLICITOR,
WINGELLO HOUSE ANGEL PLACE
SYDNEY**

Lot 5 & part of Lot 2 DP2786.

- Kingsway & Kinnibla Road.

Shire of Sutherland

INDEXED

29 SEP 1937

[Handwritten initials]

HOLT SUTHERLAND COMPANY (1933) LIMITED.

Transferror.

Lucy Ida Gurnier-Jones. Transferee.

Particulars entered in the Register Book, Vol. **23/4**

Folio **22**

2

the *28th* day of *September, 1937*

at *minutes 3* o'clock

in the *after* noon.

Ray W. Miles



Registrar General.

SENT TO DRAUGHT

REGISTERED

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

DEPT. OF LANDS

13. 9. 37
RB 149

2.9.37 RRB
23.7.57 RRB

Schedule 1 By-laws

(Section 42)

The matters that were previously contained in By-laws 1-11 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986* have been included as provisions of this Act and are therefore no longer by-laws.

1 Noise

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

This by-law was previously by-law 12 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 13 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

2 Vehicles

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

This by-law was previously by-law 13 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 14 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

This by-law was previously by-law 14 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 15 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not:

- (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.

This by-law was previously by-law 15 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 16 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders, or
 - (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.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

This by-law was previously by-law 16 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 17 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not

use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

This by-law was previously by-law 17 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 18 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

7 Children playing on common property in building

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

This by-law was previously by-law 18 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 19 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

8 Behaviour of invitees

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

This by-law was previously by-law 19 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 20 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

This by-law was previously by-law 20 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 21 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

10 Drying of laundry items

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

This by-law was previously by-law 21 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 22 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

This by-law was previously by-law 22 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 23 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the approval in writing 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.

This by-law was previously by-law 23 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 24 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

13 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so

as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

This by-law was previously by-law 24 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 25 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

14 Floor coverings

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

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

This by-law was previously by-law 25 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 26 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

15 Garbage disposal

An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and

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

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

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

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

This by-law was previously by-law 26 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 27 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

16 Keeping of animals

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

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

This by-law was previously by-law 27 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 28 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

17 Appearance of lot

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

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

This by-law was previously by-law 29 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 30 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

18 Notice-board

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

This by-law was previously by-law 3 in Schedule 1 to the *Strata Schemes (Freehold Development) Act 1973* and by-law 3 in Schedule 3 to the *Strata Schemes (Leasehold Development) Act 1986*.

19 Change in use of lot to be notified

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

Please reply to:

General Manager
Locked Bag 17,
Sutherland NSW 1499
Australia

Tel 02 9710 0333

Fax 02 9710 0265

DX 4511 SUTHERLAND

Email ssc@ssc.nsw.gov.au

www.sutherlandshire.nsw.gov.au

ABN 52 018 204 808

Office Hours

8.30am to 4.30pm

Monday to Friday

Applicant:

The Shire Conveyancer
DX 21112
CRONULLA

**Planning Certificate – Section 149(2) Certificate
Environmental Planning and Assessment Act, 1979**

Certificate no:	e149:16/2790	Delivery option:	
Certificate date:	21/06/2016	Your reference:	S16/377 Madigan

Property:

S/P 54869
2-6 Gurrier Avenue MIRANDA NSW 2228

Zone:

Sutherland Shire Local Environmental Plan 2015

Zone R4 High 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 149(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

Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment (5/2/1999) (deemed SEPP).

* 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. 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.
- * 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).
- * SEPP (State Significant Precincts) 2005.
- * SEPP (Mining, Petroleum Production and Extractive Industries) 2007.
- * SEPP (Infrastructure) 2007.

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 State Environmental Planning Policy (Competition) 2010
applies and aims to promote economic growth and competition and
remove anti competitive barriers in planning and assessment.

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

* DAs lodged under Sutherland Shire Local Environmental Plan 2015 will be assessed using amended Draft Sutherland Shire Development Control Plan 2015 until the DCP is finalised. This approach was endorsed by Council at its meeting on 21 September, 2015 (DAP030-16).

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 R4 High Density Residential**

- (b) Permitted without consent:

Home occupations

- (c) Permitted with consent:

Attached dwellings; Backpackers' accommodation; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works, Flood mitigation works; Home businesses; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Shop top 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.

General 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 General Commercial and Industrial Code.

Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out on the land under the General Commercial and Industrial 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.)

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.

4. Coastal Protection

Is the land affected by section 38 or 39 of the *Coastal Protection Act 1979* (so far as Council has been notified by the Department of Services, Technology and Administration)?

No

4A. Information relating to beaches and coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
 - (a) whether the Council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the

- meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

Note: Sutherland Shire Council has not issued any orders or been notified of any temporary coastal protection works to date.

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 2005 Shire Wide Open Space and Recreation Facilities Contribution Plans applies to this property (Effective 1/1/05).
- * The 2003 Community Facilities Contributions Plan applies to this property (Effective 14/12/04).
- * The Miranda Centre Open Space Embellishment Contributions Plan applies to this property (Effective 30/08/05).

9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

No

10. Biobanking agreements

If the land is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

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

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's records indicate that there is no other relevant information in accordance with Section 149(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Section 149D Building Certificate.

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

MUNICIPALITY OF SUTHERLAND

SUBURB OF Miranda

Copy of
Diagram No.

133039

SYMBOLS AND ABBREVIATIONS

INDICATES - DRAINAGE FITTINGS

Manhole	Chr.	L.H.	Boundary Trap	Inspection Shaft	Pit	G	Grease Interceptor	Gully
<input checked="" type="checkbox"/> P	<input checked="" type="checkbox"/> R	<input checked="" type="checkbox"/> Vert.	IP	MF	Jn.	AP		
P. Trap	Reflux Valve	Cleaning Eye	Vertical Pipe	Induct Pipe	Mica Flap	Junction	Rodding Point	



INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clear Out	BS	Bidet
O V	Vent Pipe	S	Shower
T	Tubs	DW.	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink
O SV	Soil Vent Pipe	O WS	Waste Stack

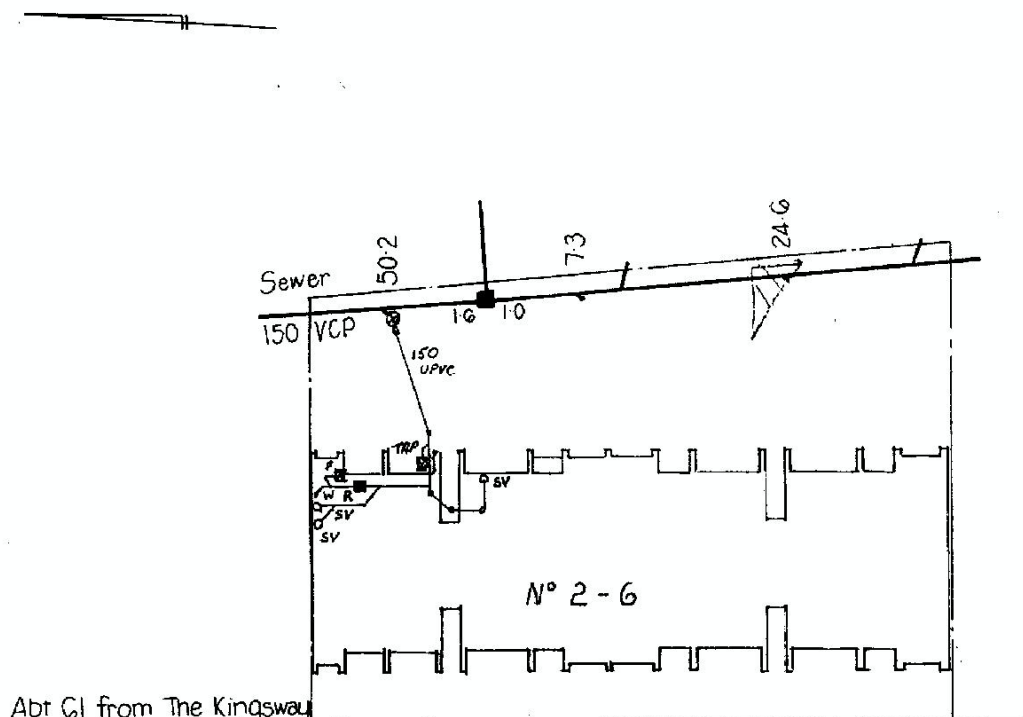
INDICATES - PLUMBING ON MORE THAN ONE LEVEL

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-Law 8, Clause 3).

Subdivision File N° 945779



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

W.s. _____ Ur.s. _____ Sewer Ref. _____ Sheet No. _____ 6980	DRAINAGE Inspected by		PLUMBING Inspected		YES	NO
	Inspector _____		Inspector _____			
	Cert. Of Compliance No. _____		Cert. Of Compliance No. _____			
	Field Diagram Examined by _____		For Regional Manager _____			
Tracing Checked by _____		Boundary Trap is not required				

Connection Date: _____

Form 77/644 (A4, No. 1) (April, '87) S217 (44) Water Board Printing Services